

EULA (End user license agreement) for empower – Single user trial version

NOTICE TO END USER: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SOFTWARE AND THE ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS AND CONTAINERS) TO THE LOCATION WHERE YOU OBTAINED THEM.

Preamble

You as a user of your corporation (your corporation is also referred to as “Licensee”) intend to install and use a software product from Made in Office GmbH (Im Mediapark 8, 50670 Cologne, Germany – “Licensor”) for test purposes. Under the terms of this agreement, the Licensor shall grant the Licensee (single test user, also referred to as “user”) the use of its software product for a limited time.

Order of Interpretation

In case of conflict between or among documents related to the contract for the purpose defined in the preamble, the following order of precedence shall apply:

1. A license agreement explicitly accepted and signed by Licensor and Licensee on corporate level.
2. This EULA

1 Definitions

- 1.1 “Software” is the computer program, created as an extension of Microsoft PowerPoint, named “empower” (in the product edition offered) in object code, including the related documentation.

2 Subject of the agreement

- 2.1 Subject of this agreement is the lease of the software, limited to the term of the agreement (for 30-day trial / test period), as well as the granting of the rights necessary to use said software according to contract free of charge for a single user.

3 Granting of rights

- 3.1 The quality of the software shall be defined solely in the documentation relating to the offered product edition. The documentation is integrated directly into the software of the relevant version and edition in electronic form (in the form of videos).
- 3.2 The Licensee shall be granted the non-exclusive, non-transferable and non-sublicensable right, limited to the term of the agreement, to use the software as per agreement. Use as per the terms of the agreement includes installing, loading, displaying and running the installed software.
- 3.3 The Licensee shall be entitled to make back-ups of the provided software.
- 3.4 The Licensee shall not be entitled to forward to third parties (inside or outside its own corporation) the copy of the software provided to it or any copies made by it. In particular, it shall not be permitted to sell, loan or rent the software, sublicense it in any other manner, or make it accessible to the general public.
- 3.5 The Licensee shall not be entitled to make copies of the software in such cases not covered in the previous Sections.
- 3.6 The Licensee shall not be entitled to edit or decompile the software.
- 3.7 If the Licensee violates one of the above provisions, all usage rights granted within the scope of this agreement shall become invalid with immediate effect and shall revert automatically to the Licensor.

In such cases the Licensee must immediately and completely refrain from using the software, delete all copies of the software installed on its systems and, if applicable, delete any back-ups or hand them over to the Licensor.

- 3.8 The software contains an activation logic component (copy protection). By way of a short connection to an activation server of the Licensor, the software will at regular intervals verify the validity of the license used. The connection is made solely to validate the license.
- 3.9 The Licensor assures the Licensee,
 1. that the software does not infringe any patent rights, trademark rights, copyrights, brand names, corporate secrets, licenses or other industrial property rights of third parties.
 2. that it is in possession of the necessary rights and the power of disposition to grant the Licensee the licenses to the intellectual property (in particular, patent rights, trademarks, copyrights, brand names, corporate secrets, licenses and other industrial property rights) with regard to each individual component of the software.
- 3.10 The Licensor shall indemnify the Licensee against all damage, claims and costs, and any reasonable expenses in connection with this, and hold it harmless from any allegations by third parties that the software infringes any patent rights, trademark laws, copyrights, trade names, operational or corporate secrets, trademarks or other rights or industrial property rights of any third party.
- 3.11 The Licensee shall inform the Licensor immediately in writing of any such claim. The Licensor shall avert any such demands and claims at its own expense. The Licensee shall provide every reasonable assistance requested by the Licensor in connection with such a claim.
- 3.12 If the Licensee fails to inform the Licensor in time, such failure shall release the Licensor from its duties under the previous sections only to the extent that it has suffered a disadvantage as a result.
- 3.13 If it should be determined that the software provided under the terms of this agreement constitutes an infringement and the use of such is prohibited, the Licensor shall, at its own expense, either:
 1. obtain a license for the use of the contested components; or
 2. either replace the contested components with a functional equivalent that is not subject to any industrial property rights or alter the software accordingly.

4 Servicing, maintenance and future development

- 4.1 The Licensee shall report any queries or defects in the software to the Licensor. Defects shall be reported by describing the defect and the specific circumstances (for the purpose of reproducing the error) as precisely as possible.
- 4.2 The Licensor shall guarantee that the contractually agreed quality of the software is maintained during the term of contract and that the use of the software as per agreement does not conflict with any third-party rights. The Licensor shall rectify any material defects or defects of title with regard to the leased software within a reasonable time.

5 Term

- 5.1 The start of license is defined by the installation of the software on a PC by Licensee.
- 5.2 For the entire term of license (30 days after installation), the Licensee shall be entitled to maintenance or rectification of defects in accordance with this agreement.
- 5.3 The agreement shall be concluded for a fixed period of 30 days after installation. It may be terminated by either party with or without cause with a notice period of one day.

- 5.4 Notice of termination must be given in writing. No formal termination is needed at the end of the 30-day trial-period.
- 5.5 If the agreement is terminated, the Licensee shall cease using the software at the end of the license term or upon the termination becoming effective and shall remove all installed copies of the program from its computers.

6 Renumeration

- 6.1 The software is provided for test purposes and is therefore free of charge.

7 Liability

- 7.1 The Licensor shall not be liable, irrespective of the legal basis, for indirect, non-foreseeable or special damage, or for consequential damages or damages of a punitive nature; it shall, in particular, not be liable for loss of revenue or loss of profit, loss of business opportunity, loss of image or loss of data, even if the Licensor was warned about such risks.
- 7.2 The above-mentioned limitations of liability shall not apply in the case of liability for death, injury or impaired health, for gross negligence, intent or deceit or if liability can be neither excluded nor limited by law.

8 Confidentiality

- 8.1 The parties hereby agree to disclose no confidential information.
- 8.2 This obligation shall not include such confidential information
 - 1. of which the recipient was already demonstrably aware at the time of concluding the agreement or of which it was made aware by a third party at a later stage without this constituting a violation of a non-disclosure agreement, statutory regulations or official directives;
 - 2. that was public knowledge at the time of concluding the agreement or became public knowledge at a later stage, provided that this was not due to a violation of this agreement;
 - 3. that must be disclosed due to legal obligations or on grounds of an official or judicial directive. To the extent that disclosure is permissible and possible, the recipient obligated to disclose the information shall inform the other party in advance and provide it with the opportunity to take action against said disclosure.

9 Miscellaneous

- 9.1 The Licensee may transfer rights or obligations arising from or in connection with this agreement to third parties solely with the written approval of the Licensor.
- 9.2 Any alterations or amendments to the agreement must be made in writing. This shall also apply for the alteration or cancellation of this clause. Electronic documents in text form do not fulfill the written form requirement.
- 9.3 General Terms and Conditions of Business of the Licensee and the Licensor shall not apply.
- 9.4 German law shall apply exclusively to this agreement, excluding the United Nations Convention on Contracts for the International Sale of Goods from 11 April 1980.
- 9.5 Should individual provisions of this agreement be ineffective, the validity of the remaining provisions shall remain hereby unaffected. The contracting parties shall endeavor to replace the invalid provision with one that best meets the objective of the agreement both legally and economically.