Single Version - End User License Agreement for empower

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2   Subject of the agreement

2.1   Subject of this agreement is the lease of the Software, limited to the term of the agreement, as well as the granting of the rights necessary to use said Software according to contract against no fee (free of charge).

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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.

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4 Servicing, maintenance and future development

4.1 Software support for the Licensee will only be available via our online support forum (a special link will be provided via email). The Licensee shall report any queries or defects/bugs in the Software to the Licensor via the online support forum only. Defects shall be reported by describing the error and the specific circumstances (for the purpose of reproducing the error) as precisely as possible.

4.2 The Licensor will try to resolve reported defects/bugs within a new version of the Software.

5 Term

5.1 The start of license is the date when the Software is installed by Licensee.

5.2 The agreement shall be concluded for an indefinite period. It may be terminated by either party with a notice period of four (4) weeks.

5.3 The license agreement can also be terminated without notice by the Licensor in writing for good cause. Good cause entitling the Licensor to terminate the agreement shall be deemed to exist, in particular, if the Licensee violates any usage rights of the Licensor by using the Software above and beyond the scope of the usage permitted under the terms of the agreement.

5.4 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 free of charge to the License.

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 limitation 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.

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