

End User License Agreement

between

**PARAGON Technologie GmbH,
Systemprogrammierung
Heinrich-von-Stephan-Str. 5 c,
79100 Freiburg, Germany,**

and

You, as end user

§ 1 Scope of this Agreement

The software product accompanying this End User License Agreement ('Software') and all affiliated materials, including program descriptions and instruction manuals ('Documentation'), are copyrighted. Scope of this agreement is the licensing of the Software and Documentation to You, as the 'user'.

PARAGON reserves all rights not expressly granted.

§ 2 Extent of Use / User Duties

1. PARAGON grants the User a simple, non-exclusive and temporally unrestricted right to use the Software and the Documentation. Your rights in the Software and the Documentation are limited to those expressly granted in this agreement. In particular, PARAGON reserves all rights of reproduction, distribution and publication.

2. The license is restricted to the respective version acquired, i.e. new versions must be re-licensed; patches are considered part of the originally acquired version.

3. The license is restricted to the object code of the Software. PARAGON is not obliged to provide the user with the source code. The user may not reverse engineer, decompile, dis- and/or reassemble, or change, alter, modify the Software; or create derivative works, enhancements, extensions or add-ons to/of any part of the Software.

4. This license entitles the user to install and use the Software on only one computer at a single location. If this computer is part of a multi-user-system, the license is valid for all authorized users of this system.

5. The Software may not be used per remote data transmission. The transfer in physical

form (i.e. stored on portable or other physical media) from one computer to another is only permitted if the Software is not used on more than one computer at the same time.

6. A transfer of the Software to third parties under retention of any usage possibilities is excluded, unless PARAGON permits such a transfer in a written agreement with the user. The user is obliged to prevent unauthorized access to Software and Documentation by third parties through the implementation of appropriate precautionary measures. The original storage media delivered and any backups are to be stored in a location protected against unauthorized access by a third party. The User is to strongly advise potential employees to respect copyright and the terms of this agreement.

7. The User is allowed to sell the Software and Documentation to third parties or to give them away permanently, provided that the acquiring third party agrees with these terms and conditions, and that the User retains no usage rights or possibilities associated with the Software and Documentation.

8. Duplication of the Software is prohibited, provided that the duplication is not necessary for the normal operation of the Software. Duplication is considered necessary when it occurs during the installation of the software to a hard disk from the accompanying media and when downloading or printing-out data from the running application for exclusively personal use. In addition, the User may create a backup copy when such action is necessary to ensure future use of the software in the contractually implied, exclusively personal manner.

9. Translation of the software is prohibited.

10. Any copy protection system, copyright-notice, or registration-number built into the Software, or any other characteristics that serve to identify the program, are not to be removed by the User.

§ 3 Warranty / Claims for Damages

1. The User is aware of the fact that software can generally not be produced completely devoid of faults. PARAGON is only liable for defects in the Software that decrease significantly its value or suitability for the contractually intended use. The warranty refers only to material defects of contractual products delivered by PARAGON. PARAGON is liable without limitation for defects in title.

2. The statutory limitation period for claims of faultiness amounts to 2 years and begins

with the hand over of the Software to the User. Within this period, all faults that incur a legal warranty obligation will be repaired free of charge. Provided that the customer is not a consumer, claims of faultiness can only be met by subsequent fulfilment, delivery or improvement. Should these remedies fail, the user has the right to either withdraw from the contract or to reduce the purchasing price accordingly. In cases where an explicit guarantee is provided by the manufacturer, the details are to be taken from the current guarantee-conditions that are enclosed with the delivered article. Oral or written statements concerning suitability and use of our products are not to be regarded as assurances of certain qualities, but merely as non-binding purchasing advice.

3. PARAGON is liable for damages arising from the injury of life, body or health that are based on a negligent breach of duty on the part of PARAGON or an intentional or negligent breach of duty by a legal representative or a vicarious agent of PARAGON; as well as for other damages that are based on an intentional or grossly negligent breach of duty on the part of PARAGON or on an intentional or grossly negligent breach of duty by a legal representative or a vicarious agent of PARAGON; yet, PARAGON is fully liable for damages arising from a breach of essential contractual obligations. Further liability for damages is excluded, no matter on which legal grounds claims are based. Liability for damages resulting from a failure to meet explicitly granted quality guarantees or such liability based on the German product liability act remains unaffected.

4. Liability for damages that do not involve the injury of life, body or health is restricted to those cases where the genesis of the damages can be typically expected. This limitation of liability is also valid if PARAGON injures an essential contractual duty negligently.

5. It is up to the user to choose an appropriate usage location for the Software and to determine the type of hardware / computer system to be used. PARAGON offers no guarantees in this matter.

§ 4 Contract Duration

1. The contract runs without temporal limitation.

2. The rights conferred to the user under this agreement terminate without notice from PARAGON if the User fails to comply with any term(s) of this agreement. In this case, the

User is obliged to give all media containing Software and Documentation back to PARAGON and to remove the Software and all files built with its help from the hard drive in a way that guarantees non-recoverability and, upon demand by PARAGON, to confirm the complete removal through a declaration in lieu of oath.

3. Compliant use of the Software and Documentation is a condition for the contractual license. In case of non-compliance, this license expires without the need for an express termination of the contract.

§ 5 Additional Terms Concerning Windows® PE

If the Software licensed herein includes Windows PE, the terms and conditions of this section also apply:

1. "Windows PE" is Windows software licensed from Microsoft Corporation and/or Microsoft Affiliate(s) and is provided "as is".

2. "Windows PE" contains a security feature that will cause the computer system to reboot after 72 hours of continuous use, without prior notification to the User.

3. Microsoft® or its affiliates are not liable for the licensed Software including "Windows PE". Any support for the Software will be provided by PARAGON.

4. To avoid any misunderstandings, the following must be clarified:
The license of the Software including "Windows PE" is limited to use as a boot, diagnostic, disaster recovery, setup, restoration, emergency services, installation, test and/ or configuration utilities program, and not for use as a general purpose operating system or as a substitute for a fully functional version of any operating system product.

5. Windows® is a registered trademark of Microsoft Corporation.

(6. "Windows PE" is subject to U.S /European Union export jurisdiction.)

§ 6 Further Terms

1. If the user is not a consumer, this agreement may not be modified, varied or altered, unless agreed upon in writing by both contracting parties.

2. This agreement is governed by and interpreted in accordance with the laws of Germany.

3. Concerning contracts with merchants, commercial companies, public legal entities and legal separate estates under public law, as well as in those cases where the customer, who is not a consumer, does not have his/its general jurisdiction within Germany, the court located in Freiburg im Breisgau, Germany shall have jurisdiction to hear the disputes arising under this agreement.

4. This agreement, together with the general terms and conditions of PARAGON, comprises the entire agreement between PARAGON and You, as end user.

5. If any current or future provision of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this agreement will not be affected.

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Offeror Identification:

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