

## **License**

<b>COLLABORATORS</b>
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	<i>TITLE :</i> License		
<i>ACTION</i>	<i>NAME</i>	<i>DATE</i>	<i>SIGNATURE</i>
WRITTEN BY		July 19, 2024	

<b>REVISION HISTORY</b>
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NUMBER	DATE	DESCRIPTION	NAME

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# Chapter 1

## License

### 1.1 License Agreement

Licensee agreement StormC NC

#### 1 In general

(1) Object of this contract is the use of computer program StormC NC from the HAAGE&PARTNER COMPUTER GmbH, including the manual as well as other pertinent, written material, subsequently summed up as the product.

(2) The HAAGE&PARTNER COMPUTER GmbH and/or the licensee indicated in the product are owners of all rights of the products and the trademarks.

#### 2 Right of usufruct

(1) The buyer does receive a non-transferable, non-exclusive right, to use the acquired product on a single computer.

(2) In addition the user may produce one copy for security only.

(3) The buyer is not allowed, to expel the acquired product, to rent, to offer sub-licenses or in any other ways to put it at the disposal of other persons.

(4) It is forbidden to change the product, to modify or to re-assemble it. This prohibition includes translating, changing, re-engineering and re-use of parts.

(5) The buyer is not allowed to sell, lend or otherwise commercially use the programs or products compiled with StormC NC (Non-Commercial) in any way. The buyer is also not allowed to lend, sell or otherwise use the programs compiled with StormC NC through other persons or companies. This also includes Shareware", which is a commercial way of selling a product.

(6) When the buyer or someone else or any company wants to sell or otherwise commercially use the products compiled with StormC NC, he or they must buy a regular version of StormC that allows commercial sale or use. This version can be obtained at HAAGE&PARTNER Computer GmbH. This also includes Shareware", which is a commercial way of selling a product.

#### 3 Warranty

(1) The HAAGE&PARTNER COMPUTER GmbH guarantees that up to the point in time of delivery, the data carriers are physically free of material and manufacturing defects and the product can be used as described in the documentation.

(2) Defects of the delivered product are removed by the supplier within a warranty period of six months from delivery. This happens through free replacement or in the form of an update, at the discretion of the supplier.

(3) The HAAGE&PARTNER COMPUTER GmbH does not guarantee that the product is suitable for the task anticipated by the customer. The HAAGE&PARTNER COMPUTER GmbH does not take any responsibility for any damage that may be caused.

(4) The user is aware that under the present state of technology it is not possible to manufacture faultless software.

#### 4 Other

(1) In this contract all rights and responsibilities of the contracting parties are regulated. Other agreements do not exist. Changes are only accepted in written form and in reference to this contract and have to be signed by both parties.

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- (2) The jurisdiction for all quarrels over this contract is the court responsible at the seat of HAAGE&PARTNER COMPUTER GmbH
- (3) If any single clause of these conditions should be at odds with the law or lose its lawfulness through a later circumstance, or should a gap in these conditions appear, the unaffected terms will remain in effect. In lieu of an ineffective term of the contract or for the completion of the gap an appropriate agreement should be formulated which best approximates within the bounds of the law the one that the contracting parties had in mind as they agreed on this contract.
- (4) Any violation of this licence agreement or of copyright and trademark rights will be prosecuted under civil law.
- (5) The installation of the software constitutes an agreement with these license conditions.
- (6) If you should not agree with this license agreement you have to return the product to the supplier immediately.
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