

Although this document was translated with care, no liability for mistakes or missing information shall be accepted. The German version is binding. This Agreement shall be governed and interpreted by the laws of the Federal Republic of Germany. Cologne, Germany shall be the exclusive and appropriate venue and jurisdiction for the resolution of any disputes hereunder.

# License Agreement DZ-Manager

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# License Agreement

## Software License Agreement

between

net&rights GmbH, Von-Groote-Straße 28, 50968 Köln, Germany

– hereinafter referred to as "Licensor" –

and

the user of the software

– hereinafter referred to as "Licensee" –

### **§ 1 Subject of the contract**

**1.1 (Right of use)** Licensor grants to Licensee and Licensee hereby accepts a non-exclusive, non-transferable right to use the software license(s) subject to the Delivery Note including any designated add on software license(s), programs and corresponding material for an indefinite period of time and for its whole economic life.

The Delivery Note is integral to this agreement.

**1.2 (Changes and additions to the agreement)** Changes and additions to the agreement are to be listed in the Delivery Note and signed by both parties.

**1.3 (Additional Services)** Additional licenses, programs, options of the software, etc. which the Licensee may decide to purchase at a later stage, shall be included in a contract addendum which is also subject to the terms and provisions of this agreement.

### **§ 2 Delivery**

**2.1 (Delivery)** Licensor provides to Licensee a copy of the licensed programs with a single copy of the software in machine-readable format. This is done through the provision for downloading via the internet. Transmission in a manner other than via internet shall be due only if listed in the Delivery Note.

**2.2 (User documentation)** Licensor provides documentation material associated to the agreed licensed programs (in particular user documentation, description, manuals and other material). Subject to any other provisions in the Delivery Note, these are also provided for download via the internet.

**2.3 (Replacement delivery)** Licensor has no obligation to deliver a replacement, even if the programs of the provider in the possession of Licensee are damaged wholly or in part or accidentally deleted, even without Licensee being responsible for such events.

**2.4 (Update-Service)** Enhanced versions of the programs are made available to Licensee on the internet for download without any statutory obligation and on a voluntary basis and without any additional costs. Transmission in another manner is only executed to the extent that this is agreed upon in the Delivery Note.

### **§ 3 Scope of the rights of use**

**3.1 (Usage)** Licensee is granted a non-exclusive license to use the licensed programs subject to this agreement and its Delivery Note on an indefinite number of systems. Licensee is hereby authorized to use the corresponding program description / user documentation provided that he/she is running or representing a Skydiving Dropzone. The right of use shall

only be applicable to the Skydiving Dropzone mentioned at the time of signing and conclusion of contract.

**3.2 (Right of reproduction)** Copying the licensed programs in machine-readable or printed form is only permitted on the scale of the proper use of the program granted hereunder. In particular, necessary copying includes the loading from the original database and from the internet, the installation to the main memory / working memory and to the buffer memory such as e.g. caches insofar as technically reasonable related to the use. Licensee may make any number of copies to data media as necessary for filing and backup purposes. This applies on both the installation files (Installation disk) and for the use with user-specific settings (Recovery CD).

**3.3 (Multiple use)** Licensee is permitted to use the programs concurrently on several individual workstations without approval of Licensor.

**3.4 (Right of modification)** Licensee is not authorized to make any modifications to the program code, not even to the purpose of resolving errors.

**3.5 (Decompiling)** The program may only be decompiled in case Licensor does not provide Licensee with the information necessary to achieve interoperability despite having been required to do so.

## **§ 4 Warranty**

**4.1 (Disclaimer of warranties)** Licensor disclaims any warranty, in particular of the software's suitability for any particular purpose; as far as legally admissible, any and all warranty is excluded.

**4.2 (Guarantees)** A guarantee shall only be effective if evidenced by Licensor in writing.

**4.3 (Duty to eliminate errors)** If Licensor is notified of program errors, Licensor shall attempt to correct such error on a voluntary basis and without charges if this can reasonably be expected. If it turns out not to be possible to eliminate an error or if it cannot reasonably be expected according to the circumstances of the case, Licensor has no duty to remove the defect or to solve the problem through a by-pass or a deviation solution.

**4.4 (Assurance of further development)** Licensor assures to continue developing the programs accordingly to the evolving needs of Skydiving Dropzones.

## **§ 5 Rights of third parties**

**5.1 (Indemnification)** Licensor agrees to hold Licensee harmless against third party claims arising from violation of property relating to the licensed programs provided in their version as per contract.

**5.2 (Necessary modifications)** Licensor procures the right to carry out software modifications made necessary by the third-party property right claims at its own cost.

## **§ 6 Software property and property rights**

**6.1 (Ownership of the Software)** All programs licensed to Licensee including the whole documentation exclusively remain the property of Licensor.

**6.2 (Rights to Software)** All rights to software licensed to Licensee including the appertaining materials are entitled to Licensor even if Licensee modifies them or connects them to his own programs or those of a third party. In the event of such modifications or connections and the production of copies, Licensee shall affix an appropriate originator's mark.

## **§ 7 License fee / Scope of use**

**7.1 (License fee)** For the use of the programs in the version "Personal Version" listed in the Delivery Note, no charges are imposed unless otherwise agreed in writing between the parties.

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This is also true for future versions, provided that and for so long as Licensor does not make use from his rights resulting from this contract, in particular relating to 7.5 or 7.6. For the use of the programs in their version "Professional Version" listed in the Delivery Note, license fees according to the respective current price list of Licensor are imposed.

**7.2 (Payment of fees)** Insofar as for the supply programs a separate fee has been agreed on, the first payment is to be done prior to the end of the test period. Otherwise, the first payment is due before the start of use.

**7.3 (Data media)** Further to the provision of the programs on the internet, Licensor has no obligation to deliver the programs on data carriers.

If the parties have separately agreed delivery of the programs on data media in the Delivery Note, Licensee shall bear costs and transport risk.

**7.4 (Consulting / Support)** Consulting, guidance and support provided by Licensor is not a party to this agreement. This is to be agreed separately and usually subject to payment by Licensee.

**7.5 (Price changes)** Licensor reserves the right to provide future versions of the programs for a changed license fee or a fee that is to be determined by Licensor.

The right of Licensee of continuing to use the older Professional Version without payment of a usage fee in this event remains unaffected.

**7.6 (Termination)** Licensor is entitled to prohibit the Licensee's further right to use the licensed programs of whatever version – in the case of the version "Personal Version" even without stating reasons - at any given time. Licensor must inform Licensee in written about such a prohibition. In this case Licensee shall have the right to continue to use the programs for a transitional period until switch to programs of other suppliers, however for not more than 3 months. Within these 3 months, no fees will be charged for the Personal Version. In the case of the Professional Version, usage may only be prohibited for important reasons, such as e.g. violation of license agreement or circumvention of protective mechanisms. Licensor has no obligation to refund already paid license fees.

**7.7 (High risk activities)** The programs were not created, designed or intended for the use in safety relevant areas, or fail-safe environments, e.g. to control nuclear reactors, aircraft navigation, air traffic control, medical equipment or weapons systems. This does also apply when failure of the programs could lead directly to death, injury or serious environmental damage. Licensor explicitly disclaims any express or implied warranty or guarantee as to their fitness for high risk activities.

**7.8 (Export control)** The licensed software is subject to the export control regulations of the Federal Republic of Germany, the European Union, the United States of America and any other states. Licensee is obliged to comply with these export control regulations.

## **§ 8 Liability of the Licensor**

Licensor accepts liability for personal injury or material damages incurred by the Licensee by intent, this also applies if the damage is the fault of an agent of the Licensor. In the latter case, the claim to damage compensation is limited to typically foreseeable damage. A more extensive obligation or liability of the Licensor shall not exist.

## **§ 9 Obligations of Licensee**

**9.1 (Non-assignment)** The granted licenses and associated documentation may not be assigned, sublicensed or made accessible in whole or in part to third parties. The assignment of the right of use by Licensee is not possible.

**9.2 (Prohibition of modification)** Licensee must not change identifications, copyright marks and property details of the Licensor on the programs and associated documentation in any form.

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**9.3 (Obligation to register)** Licensee is committed to provide Licensor with the information and data specified in the Delivery Note. An informal notification of Licensor in written or electronic form stating name, place and purpose of business of Licensee is sufficient.

**§ 10 Term**

**10.1 (Effectiveness)** The term of this Agreement shall commence with delivery of the online activation data by Licensor.

**10.2 (Termination by Licensee)** Licensee may terminate the Agreement at any time..

**10.3 (Termination by Licensor)** Licensor is entitled to terminate the Agreement in accordance with the provisions 7.6.

**10.4 (Duties at expiration of Agreement)** At the end of the Agreement, Licensee is obliged to erase all copies of the programs in its possession and to return all other associated materials such as the user documentation. Licensor shall be entitled to demand affidavit from Licensee in this regard.

**§ 11 General provisions**

**11.1 (Completeness clause)** This Agreement regulates all rights and obligations of the contracting parties. This Agreement may not be amended or modified except by a writing referring to this Agreement and which is signed by authorized representatives of each of the parties.

**11.2 (Modification)** No purported modification or amendment by Licensee shall be binding until explicitly approved in writing by Licensor.

**11.3 (Supplements)** Any supplement to this Agreement and to the Delivery Note are part of this contract on signing.

**11.4 (Governing Law, Place of Fulfillment and Jurisdiction)** The contractual relationship is subject to the terms of this Agreement, in addition the law of the Federal Republic of Germany. Place of performance and legal venue for any dispute arising from the contractual relationship is the Licensor's business place (Cologne), insofar as the Licensee is a merchant or a legal entity under public law. The UN Agreement pertaining to contracts of international purchasing of goods dated 11 April 1980 (CISG) shall in no case apply.

**11.5 (Severability Clause)** Should individual terms of this Agreement be invalid or lose their effectiveness due to an event that happens later or should a loophole become evident in this Contract, the validity of the other provisions shall not thereby be affected. In that case, the invalid provision or omission shall be replaced by an appropriate valid provision which comes as close as possible to the one which the contracting parties would have wanted had they considered this point at the outset.

....., .....

(Place) (Date)

...

(Licensee)

....., .....

(Place) (Date)

...

(Licensor)

**Delivery Note**

corresponding License Agreement no.: ...  
between the contractual parties

Licensor

and

Licensee

## **1. Subject of the contract**

**1.1 (Description)** Subject of the contract is the application software

- DZ-Manager – Personal Version**  
or  
 **DZ-Manager – Professional Version**  
(please tick as appropriate)

in version 4.0.0.0735 and any later version provided to Licensee by Licensor.

**1.2 (Description / Features)** DZ-Manager is a manifesting software for Skydiving Drozpones, it allows the organization and administration of Skydivers. The scope of features is apparent from the above-mentioned program versions and the documentation "DZ-Manager Step by Step / Manual" provided for download on the website [www.dz-mananger.com](http://www.dz-mananger.com). In particular, the version "Personal Version" of the software does NOT offer the following features which are included in the version "Professional Version":

- no support of MySql database servers
- no simultaneous access of several clients to the same database
- no safety function to protect against the change of data by unauthorized persons
- no web-based access to the database (Online-Tools)

Licensor retains the right to provide certain features that are currently still available in the Personal Version only in the Professional Version in future.

**1.3 (Hardware and Software requirements)** To run DZ-Manager, Licensee needs a PC with the performance data 1,5 Ghz CPU and 1 GB RAM or higher. DZ-Manager runs under the operating systems Microsoft Windows XP, Windows 7, Windows Vista, Windows 8 / 8.1, Windows 10, Windows Server 2008, Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2, Windows Server 2016.

## **2. Registration data**

In the course of registering, Licensee informally provides Licensor in written or electronic form with the following information and data:

- Full name of the Skydiving Dropzone
- Short name of the Skydiving Dropzone
- Postal address of the Skydiving Dropzone incl. telephone number
- Internet address of the Skydiving Dropzone's web site
- eMail address of the Skydiving Dropzone's web site
- Name of the operator of the Skydiving Dropzone

## **3. Delivery specifications**

**3.1 (Registration file)** The software is available for download on the internet and must be activated by means of an online activation or with a registration file. In the case of the version "Professional Version" a delivery is made only upon receipt of the complete invoice amount on a bank account of Licensor. For the online activation, Licensee is provided with a

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registration code that is entered in the software and verified online. If this was requested in writing, Licensee can be provided with the registration file from Licensor by eMail. In this case, Licensee must copy the registration file into the program directory of the application software and restart it. The registration was exclusively created for the Licensee, it contains the Licensee's personal data in encrypted form. The registration file is fully governed by this Agreement, in particular the limitations in "§ 3 Scope of the rights of use"

**3.2 (Installation files)** Licensor provides Licensee with a copy of the installation routine for download in the internet. Licensee receives the address for the above-mentioned version of the program from Licensor at the time the contract is concluded. Licensor provides Licensee with an appropriate link to later versions of the program either by transmission or by making it available on the web [www.dz-manager.com](http://www.dz-manager.com).