

End User License Agreement

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End User License Agreement („license“) for all variants of the Synchronorm Depence Software.

1. License

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This Licence permits you, as the registered End User, to use the Software on any computer in conjunction with your Dongle, which is attached to that computer. The Software is "in use" on a computer, when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM or other storage device). This licence permits you, to use the Software in conjunction with the Dongle on computers that you use.

2. The Dongle

In this agreement the term of "Dongle" means the hardware device, which is required to operate the Depence Software System, and which meets the technical and operating specifications – set and/or changed from time to time by Synchronorm. Your initial purchase of a Depence License includes the purchase of your Dongle. The Dongle is shipped with the initial Software and remains the property of the End User. The Dongle incorporates two forms of use: 1. The Dongle is needed to open and to operate the Depence Software each time the software is going to be used. Basically, the Dongle is a USB flash drive, which holds information as well as control about what version or module of the software can be opened/used. 2. The Dongle is designed as a security device, which is used by Synchronorm to prevent unauthorized use of the Software. This also includes the protection of your work and your investment in Depence. Furthermore, the Dongle contains your unique customer ID. This ID will be used for features like our CPS (Customer Protection System), which enables a read/write protection of your Software Projects done with Depence. All further software or hardware products you may purchase in the future will be licensed with the same ID.

You understand and agree that the Dongle is valuable property and belongs to the registered owner/lessee and

- a) has vital information about your entitlements as the End User imbedded on it according to your initially provided registration information held by Synchronorm. This information must always be kept current and accurate for any future changes by you, including any transfer information of the Dongle to a new user.
- b) is required to operate the Depence Software System and to get access to licensed feature modules.
- c) that Synchronorm cannot necessarily identify or prevent the unauthorized use of a lost or stolen Dongle.
- d) that any other authorized or unauthorized person can use the Dongle (with or without the End Users knowledge or permission) to enjoy the entitlements.
- e) Synchronorm does not warranty lost or stolen Dongles.
- f) The End User agrees that Synchronorm is not responsible for any costs or damages whatsoever arising directly or indirectly from the above.

3. Limited Warranty

Synchronorm underwrites to the company's best knowledge and believe, that the software does not contain any malicious program, code, or other components such as computer viruses/worms, time bombs or any similar malware, which could harm, destroy, or alter software, firmware, or hardware or which could reveal, damage, destroy or alter any data or other information accessed through or processed by the software. Synchronorm does not warrant that the software will operate uninterrupted or free of error, yet Synchronorm is obligated to immediately advise the End User upon reasonable suspicion or knowledge that the use of the software may result in the kind of harm mentioned above.

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11. Consent of use of Data

You agree that Synchronorm GmbH may collect and use information gathered in any manner as part of the product support services provided to you, if any, related to Depence. Synchronorm GmbH may also use this information to provide notices to you which may be of use or interest to you.

12. General Provisions

The validity of the balance of this agreement will not be affected, if any part of this agreement is found void and/or unenforceable. The agreement shall remain valid and enforceable according to its terms. The agreement shall not prejudice the statutory rights of any party, which deals as a consumer and may only be modified by Synchronorm alone in written form.

Software updates, upgrades, utilities as well as other additional modules will be licensed to you by Synchronorm under the same terms and conditions and/or with the addition of different terms.

To any party for any reason whatsoever, Synchronorm assign its rights under this agreement. You may not assign your rights under this agreement subject to other restrictions, in whole or in part, to any party without the prior written consent of Synchronorm.

At all times, no party shall be liable for or considered for breach of this agreement due to any failure of performing its obligations under this agreement as a result of a cause beyond its control. Each such cause will be handled as a "Force Majeure Event". This includes any act of God or a public enemy, any act of terrorism, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility failures, labour problems, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing. Upon learning of any Force Majeure Event, the applicable party shall immediately notify the other party of such.

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