General Licensing Terms and Conditions

1.   Grant of right of use

1.1   Genius Bytes grants the customer a restricted, non-exclusive right to use Genius Bytes' software and associated documentation (hereinafter described collectively as "GB-Software") subject to and on the basis of these terms and conditions.

1.2   The customer shall use the GB software only for its own internal purposes. The customer shall not be entitled, in particular, to use the GB software for other commercial services to third parties, in particular for services that solely or mainly comprise the use and application of the GB software, although this prohibition may also include other services.

1.3   The customer shall not be entitled to grant sub-licenses.

1.4   The customer shall not be entitled to demand that the source code be supplied to it or demand access to the source code.

2.   Copying

2.1   The customer may copy the GB software in so far as copying is necessary for use of the GB software. Necessary copying shall include installing the GB software from the original data medium into the main memory of the hardware used and loading the GB software in the internal memory of the hardware.

2.2   The customer shall also be entitled to produce a machine-readable copy of the GB software for back-up purposes. When a copy is created the customer shall ensure that any mark indicating the copyright of Genius Bytes is included in and/or affixed to the copy in the same way it is included and/or affixed to the original.

3.   Decompiling

3.1   The customer shall not recompile, decompile, disassemble or in any other way reverse engineer the GB software. § 69 e of the UrhG [German copyright law] shall remain unaffected by the above provision.

4.   Processing

4.1   The customer shall not remove copy protection or similar protection routines, such as a dongle verification routine.

4.2   The customer shall neither remove nor modify any copyright marks, serial numbers and/or other marks identifying the software.

5.   Access by third parties

5.1   The customer shall be obliged to take appropriate measures to prevent unauthorized access to the GB software by third parties.

5.2   The customer shall store the GB software, including any copies, in a place secured against unauthorized access by third parties

6.   Warranty

6.1   Genius Bytes expressly disclaims any warranty for the GB software. The GB software and any related documentation is provided "as is" without warranty of any kind, either express or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose and non-infringement.

7.   Liability

7.1   Genius Bytes shall not be liable for any special, consequential, exemplary, incidental or indirect damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the GB software unless in cases of intent or gross negligence. The liability for bodily injury or under the Product Liability Act [*Produkthaftungsgesetz*] shall remain unaffected.

8.   Applicable Law

8.1   These terms and conditions shall be governed by German law with the exception of the rules of the private international law and the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising out of or in connection with these terms and conditions shall be governed exclusively by German law.