

Licensing contract for software from Software Dynamics GmbH, Am Fallturm 5, 28359 Bremen, Germany.

1. The subject of this contract is the purchase of a compact disc (CD-ROM) with the computer program "MediaMaestro" and digitized media files, from now on referred to as the Software. Software Dynamics transfers ownership of the software to the user on a permanent basis. However, the copyright and all other rights in the software shall remain with Software Dynamics and their suppliers. Software Dynamics will only permit the user to make use of the software if the following conditions are met.
2. The user may only copy the software where this is necessary for the use of the software. This includes the installation of the programs from the original data carrier to the bulk memory of the hardware used as well as the loading of the programs in the working memory.
3. The user may copy, modify, publish or distribute the media provided on the MediaMaestro CD. Copyright or other notice must be reproduced when copying, modifying, publishing or distributing the media. It is not allowed to sell or distribute the media as another clip media library or a product which is similar to or competes with this product.
4. Because of the quality of the data carrier (CD-ROM) a back-up copy is not permissible. However, if an unreadable or otherwise faulty original data carrier is returned to Software Dynamics it will be replaced.
5. The user may run the software on any hardware available for his use. If, however, the user changes his hardware the software must be deleted from the bulk memory of his previous hardware. It is not permissible to store, keep in reserve or use the software on more than one hardware at any time.
6. The use of the software in a network or multi-station computer system is not allowed if there is a possibility to use the software at more than one station at a time.
7. The user may permanently sell or give the software, complete with accompanying material, to any third party provided that the third party declares itself in agreement with the conditions laid down here.

If the software is passed on to a third party the user must delete the existing copy of the software on the bulk memory of his hardware. In passing on the software the original user gives up his right to use the program. The user may not pass on the software to a third party if he has a founded suspicion that this third party will violate the conditions of this contract, especially in respect to any copying which is not permitted.

8. Software Dynamics has produced the software extremely carefully using the most modern technology and checked that it functions correctly. However, a 100% fault-free production is not possible with the technology available today. The user can, therefore, make warranty claims against Software Dynamics within a period of 6 months, however, only for faults which make the use for which it was intended impossible or very difficult.  
In such a case the user has the right under the warranty to either a reduction or redhibition (cancellation of purchase). If the software is returned with proof of the price then this will be reimbursed to the user by Software Dynamics. If requested to do so by Software Dynamics, the user must allow Software Dynamics to make one attempt to improve the fault before making use of the aforementioned right.
9. Software Dynamics will accept unlimited liability for damages due to defective title or the lack of pledged properties. The liability is, however, limited to the price of the goods and such damages which can be typically expected with the acquisition of such software. The supplier is only liable for malicious damages and negligence, also by his representatives and delegated agents. There is no liability for damages which are the consequences of faults.
10. German law is valid for this contract. If the user is a trader then the court of jurisdiction is Bremen, Germany.