

License agreement for „Easy Hot Key“

§ 1 Contractual object

(1)

StraightSoft (owner: Dennis Patzer, Josephinenstr. 14, 01069 Dresden, Germany), hereinafter referred to as „the licensor“, permanently grants the customer the software „Easy Hot Key“, hereinafter referred to as „the software“.

(2)

This agreement doesn't regulate the customization and further development of the software, the software maintenance, or the training by the licensor. Such performances are made on the basis of separate agreements.

(3)

The licensor grants the customer the software only on the basis of this agreement. Contractual terms of the customer shall be excluded and shall not apply even if the licensor does not explicitly object to them.

§ 2 Installation of the software and services

(1)

The delivery of the software is done by online data request (i. e. by download).

(2)

The software is granted to the customer as object code. There shall be no right to surrender of the source code. Should the licensor get out of business, the right for adapting and further developing the software is granted to the customer.

(3)

The customer himself shall install the software in his software environment.

(4)

Presentations in test programs as well as in product and project specifications do not constitute guarantees for properties.

§ 3 Copyrights and rights of use

(1)

The software is protected by copyright. All rights to the software and further documents necessary for initiating and carrying out the contract are entitled to the licensor without any exceptions.

(2)

The licensor awards the customer a non-exclusive and non-transferable right of using the software for his concerns and as described in this license agreement. The client is entitled to copy the software on the basis of this agreement. The customer shall be allowed to load programs and data to the random access memories and the hard-drives of computers and to use the software on 1 workstation at the same time. To use the software on more workstations, the customer has to purchase the software the corresponding number of times again.

(3)

The customer is allowed to create backups as necessary for safe operation. This backup copy is to be marked as such and is to be labeled with the copyright certificate of the original data medium (if technically possible).

(4)

The copyright notices and trademarks contained in the software, any other reservations of rights, serial numbers and other program identification features, especially the customer's address in the dialogue „About Easy Hot Key“, may not be altered or obliterated.

(5)

The customer may make the software available to a third party only if the licensor agrees to this in written form and if this third party declares his agreement with the continued application of the present conditions. Whenever the customer transfers the software to a third party, the customer shall ultimately stop utilization of the software and may not retain copies.

(6)

All other kinds of use of the software especially the translation, adaptation, the arrangement, other revisions (except the decompilation according to §69d, 69e of German Copyright Act) and all other distributions of the software (offline or online) as well as its leasing and rental are always subject to the licensor's written agreement.

(7)

If the proper use of the software under the terms of the agreement is limited by property rights without any fault of the licensor, then the licensor is allowed to deny the services affected by this.

The licensor will inform the customer immediately and will grant access to his data in an appropriate way. The customer will not have to pay in this case. This shall not affect any claims and rights of the customer.

(8)

The licensor can revoke the rights of use for important causes. An important cause is shown in particular, if the customer should be in default of payment for a substantial amount or if the customer does not comply with the license agreement and if this behavior is not immediately forebared, even if a written reminder with a cancellation threat is sent. When the right of use is revoked, the customer shall return the original software and any existing copies and will delete stored programs. Upon request of the licensor he will confirm the return and the deletion in writing.

§ 4 Obligations of the Customer

(1)

The customer shall take adequate measures in the event that the software does not operate properly in whole or in part. He shall test the software thoroughly to ensure it is suitable for his intended purpose before using it operationally. He shall also secure his data in accordance with the current state of the art. He will make certain that the state of the data will always be kept in machine readable form and can be duplicated at reasonable cost

(2)

The customer shall take appropriate measures to protect the software from unauthorized access by third parties.

§ 5 Deadlines, delays

(1)

Unless expressly referred to and agreed as fixed dates, delivery dates and deadlines shall be rough delivery periods. Delivery dates shall be subject to the licensor's receiving of any articles to be supplied in a correct condition and on time, unless the licensor is responsible for any non-delivery by its suppliers

(2)

The delay of the licensor begins in accordance with the legal statutes. However, a reminder from the customer is necessary under all circumstances.

(3)

Partial deliveries shall be permissible if the delivered parts are usable isolatedly. Each partial delivery may be billed separately.

§ 6 Remuneration, payment conditions and set-off

(1)

The licensor provides the software to the customer for a license fee of \$11.49 in case of a bank transfer or \$12.49 in case of a PayPal payment.

(2)

All amounts represent gross payments. Due to the small-business regulation of the USTG section 19 is only a bill without a separate identity of the sales tax issue (§19 USTG).

(3)

Payments are to be made without deduction within 14 days of the invoice date. Discounts or other deductions are granted only in an explicit written agreement

(4)

With the expiry of the term of payment the customer will be in default. Interest is to be paid on the purchase price at the respective applicable interest rate for default during the default. The licensor reserves the enforcement of further default damage. The licensor's claim for the commercial maturity interest (§ 353 HGB, German Commercial Code) against merchants remains unaffected.

(5)

The customer will be only entitled to rights set-off, if his counterclaims are found absolutely, are undisputed or recognized by the licensor; in addition the customer is authorized to practice the right of retention in so far as his counterclaim is based on the same contractual relationship

§ 7 Warranty

(1)

The licensor will provide the software free from material defects and defects of title. Function impairments resulting from the hardware and software environment provided by the customer or from incorrect operation, external and damaging data, faults in computer networks or other reasons relating to the area of risk of the customer, shall not be considered defects in the sense of the first sentence. As long as no deficiencies are noted, the customer is entitled to legal warranty rights according to the following terms.

(2)

The licensor does not offer any guarantees or liability for software, which was modified by the customer unless customer proves that the modification isn't the reason for the defect.

(3)

The licensor gives warranties for defects of quality by post compliance namely to its choice by means of correction or compensation delivery. Post compliance may be provided in particular by supplying a new program state or by the licensor demonstrating ways in which the effects of the defect can be avoided. The customer must adopt this new program state if the adjustments required are acceptable.

§ 8 Liability

(1)

Damage compensation claims extending beyond liability for property and legal defects, may only be enforced by a customer against the licensor in the event of willful intent or gross negligence. In this case the licensor is responsible however only for the foreseeable, contract-typical damage. The licensor shall only be liable for ordinary negligence insofar as an obligation is violated, adherence to which is of major importance for the attainment of the object of this contract (cardinal obligation). The licensor shall not assume liability for the negligent breach of obligations. Liability for restitution of indirect damages, in particular of lost profits, is only given in the event of premeditation or gross negligence of statutory representatives, executives or other agents of the licensor.

(2)

The licensor is only liable for the cost of the retrieval of data which arises when the client has performed regular and application-compliant data storage, and thus has assured that lost data can be retrieved with an investment of work and cost that is reasonable.

§ 9 Limitation period

(1)

Notwithstanding § 438 I No. 3 and § 634a (1) No. 1 German Civil Code (BGB) in case of selling or developing software the general statute-of-limitations for claims from defects of quality and title is one year from delivery.

(2)

The special statutory provisions for real claims for restitution of property of third parties, fraudulent intent of the licensor and claims for licensor's recourse for delivery to the consumer shall remain unaffected in any case. (§479 German Civil Code [BGB])

(3)

The foregoing limitation periods also apply to contractual and non-contractual damage claims by the customer based on a defect in the machines, unless application of the normal statutory limitation period (§§195, 199 German Civil Code [BGB]) would, in the individual case, lead to a shorter limitation period.

The periods of limitation under the Product Liability Act shall remain unaffected. Apart from that the statutory limitation periods according to § 8 apply exclusively for damage claims of the customer.

§ 10 Confidentiality and Data Protection

(1)

The contracting parties shall be obliged to treat as strictly confidential all commercial and company secrets revealed to them by the other party or becoming known to them during execution of the contract, including all information that is marked confidential. The contract partners shall store and secure the subject matter of the contract in such manner that the misuse through third parties is not possible. The contracting parties will store and secure these materials in such a way that third parties are unable to access them.

(2)

The confidentiality obligation as referred to in paragraph 1 doesn't cover information and documents, which are publically known and available or known to the receiving contractual partner at the time of disclosure or have been made known to him by third parties later on.

(3)

The inquiry, processing and use of the customer's personal data is treated in line with the BDSG (Federal German Data Protection Act) and the TMG (Teleservices Data Protection Act).

(4)

With the prior express consent of the customer, personal information may also be used in order to acquire information on products, marketing measures and other services.

(5)

The customer has the right to revoke his consent at any time effective for the future. In that case, the licensor shall be obligated to delete all personal information of the customer immediately. In case of current commercial relationships the deletion shall be carried out after the relationship ends.

§ 11 Final provisions

(1)

All changes of and amendments to this contract including all its Clauses must be made in writing to be effective. Licensor and customer shall be deemed to comply with this requirement if they transmit documents in text form, in particular by means of fax or e-mail, unless otherwise provided for particular declarations. This written form requirement may only be repealed in writing. The attached appendices are an integral part of this contract.

(2)

In case one clause should prove to be or become ineffective or incomplete these terms and conditions shall remain in legal effect (safeguarding clause). In this event, the parties shall substitute the invalid or unenforceable provision by a valid one which as closely as possible achieves the economic purpose of the invalid or unenforceable provision. The same shall apply to the filling in of contractual omissions.

(3)

All claims arising from or in connection with this contract are subject to the law of the Federal Republic of Germany with the exclusion of UN purchasing law (CISG).

(4)

Exclusive jurisdiction for any and all disputes arising from and in context with this contract shall be Dresden, insofar as the customer is a businessperson, a public law entity or a special fund under public law, or equal, or if his commercial residence or subsidiary is outside Germany.