

License Agreement for WriteFlow

These English license agreement is a translation of the German license agreement (see the second part of this document). Valid for all legal relationships is only the German license agreement, the English version is just given for your convenience.

Your find the German license here:

<http://www.writeflow.net/wf/lizenz.pdf>

1 Subject of the Contract

The license terms of WriteFlow KG (hereinafter called "licensor") are applied for the concession of the rights of use for the entire or partly use of the object code of the software WriteFlow to contractors, juristic persons under public law or official fund assets (hereinafter called "licensee"). Herewith the inclusion of the licensee's own terms and conditions is contradicted, unless their validity has explicitly been agreed to.

2 Scope of the Rights of Use

2.1 The following terms are valid for the assignment and use of WriteFlow for an unlimited period of time including any documentation and the license file (a file that is custom-made for each individual granting of a license, the file being necessary for the operation of WriteFlow).

2.2 They are not valid for additional services such as installation, integration, parameterization and customization of WriteFlow to the licensee's requirements.

3 Rights of Use

3.1 WriteFlow is partly copyrighted in favour of the licensor and partly in favour of other holders of rights.

3.2 WriteFlow must not be used if its use may result in injuries of life, body, health of human beings or injuries of animals or ecological damages (e.g. no use for atomic reactors, weapons and medical appliances). WriteFlow must not be used if its use or its malfunction may result in important material damage to anybody.

3.3 WriteFlow is handed over to the licensee for its intended use. The scope of the intended use as well as the kind and scope of the rights of use result from the assignment contract and said license terms.

If a WriteFlow License is agreed upon with the licensee, the licensor grants the licensee the non-exclusive, non-transferable right, which is terminable according to the terms of clause 5 or permanent, to have WriteFlow on one single-user computer saved, loaded, displayed and run permanently or temporarily.

3.4 The licensee undertakes to take care that the intended use of WriteFlow is assured by appropriate technical and organizational measures.

3.5 The licensee is obliged to back up the data orderly and regularly.

3.6 The licensee is entitled to produce one backup from WriteFlow.

3.7 The licensee is not entitled to translate, process, arrange WriteFlow differently or adapt or alter it and to copy the achieved results.

3.8 The licensee is not entitled to distribute WriteFlow. This comprises any form of sublicensing, especially selling, letting, leasing or lending. Passing on the license file, a text file showing name and address of the licensee as well as an electronic signature which allows the technical exploitation of WriteFlow is also considered to be a form of distribution.

3.9 The licensee is not entitled to make WriteFlow publicly accessible in such a way that it is accessible to the public at any place and at any time.

3.10 The licensee undertakes not to decompile WriteFlow.

4 Demo

4.1 Before buying a license for WriteFlow the licensee has to test extensively the free demo on the designated computer. When WriteFlow is handed over only for test purposes, the licensor grants the licensee the non-exclusive, non-transferable right, limited to the test period of thirty (30) days, to have a non-registered copy of WriteFlow (demo) used on one single-user computer for test purposes only, that means not productively, which again means to have WriteFlow saved, loaded, displayed and run permanently or temporarily.

4.2 The demo of WriteFlow includes a function that terminates the use of WriteFlow after the expiration of the test period. After the payment of the agreed-upon license fee and the agreement to said license terms within the agreed-upon scope, this function is deactivated and the licensee gets the agreed-upon rights of use according to these license terms. Bypassing this technical protective function results in an immediate loss of all conceded rights of use. In this case a termination according to clause 5 is no longer applicable.

5 Liability

5.1 The licensor is not liable for any damages occurring during the download, the installation or the use of WriteFlow.

5.2 The licensee's rights on indemnification due to a certain lack are excluded, if, for example, he has

known the lack at the conclusion of the contract, especially when there had been a test phase before that date. Every announced feature of WriteFlow depends on the technical and financial capacity of WriteFlow KG to keep up the development. The licensor is not obliged to continue the development of WriteFlow.

5.3 In case of data loss the licensor cannot be held responsible.

6 Cancellation of the Rights of Use

6.1 If the licensee culpably and seriously violates the agreed-upon rights of use or intellectual property rights of the entitled person, the licensor can cancel the rights to use WriteFlow. In this case the fee will not be refunded.

6.2 In case of cancellation the licensee is obliged to destroy the original of WriteFlow affected by the cancellation including any documentation and all copies or to return them to the licensor. If demanded by the licensor, the licensee will deliver a statement certifying the destruction.

6.3 The other legal provisions remain untouched.

7 Language

In case of a translation of these provisions only the German version will be valid.

8 Applicable Law and Place of Jurisdiction

8.1 The law of the Republic of Austria is applicable for all legal relationships of the parties excluding the laws on the international sale of goods.

8.2 If the licensee is a merchant, a juristic person under public law or a person having special property under public law, the exclusive place of jurisdiction for all disputes from this contract will be the licensor's place of business. The same is applicable for the case when the licensee does not have a domestic place of general jurisdiction in Austria or the licensor's residence or habitual abode are not known at the time of filing an action. The licensor's capacity to apply to the court of a different place of jurisdiction remains untouched.

10 Integration

10.1 The following third parties have rights on the following parts of WriteFlow:

Sparkle Framework

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RAOperationQueue

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LRFilterBar

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AnimatingTabView

Abstract: An NSTabView subclass that animates tab switches using Core Image "Transition" Filters

Version: 1.0

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