

SOCON Sonar Control Kavernenvermessung GmbH Software License Agreement

Read this Agreement carefully before you install any of the CavInfo Software Suite programs. By installing and using SOCON software you confirm that you have read and understood this Agreement and that you agree to comply with the terms of use.

This License Agreement (referred to as the "Agreement") is a legally binding agreement between you (referred to as the "Customer" in the following, either as an individual or a specific legal entity) and SOCON Sonar Control Kavernenvermessung GmbH (referred to as "SOCON" in the following), who is the owner of this copyright protected computer software and the corresponding documentation (referred to as the "Software").

By installing, copying or by using an update in any other way, the Customer accepts any additional license conditions that are connected to such an update. If the Customer does not accept the conditions of the additional license agreement connected to the update then he must ignore the update so that its conditions do not take effect. In this case the rights of the Customer for using the software will continue to be governed by the agreement that was previously in force.

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All title and intellectual property rights in and connected with the Software (including, but not exclusively, the respective Software components and product documentation and the associated media, sample and extension files, the tools, aids and other technical information, in the following referred to collectively as "Software"), and any copies of the Software are the property of SOCON. The Software is protected by German copyright and international terms of contract. Consequently the Customer must treat the Software in the same way as any other copyright protected material, with the exception that the Customer may make a copy of the Software solely as a backup or for the purpose of maintaining an archive copy. The Software is licensed and not sold.

2. Granting the license

SOCON grants the Customer a non-exclusive license to the Software as soon as the Customer either completely or partially copies, installs or uses the Software. By doing such the Customer accepts all the conditions of this Agreement.

3. Restrictions

a. The Software, including all the applicable rights and patents, copyrights, trademarks and trade secrets, is the sole and exclusive property of SOCON and is made available to the Customer exclusively for use in accordance with this Agreement and must be treated with the appropriate confidentiality by the Customer.

b. This software version is only a single user license. This includes the installation of the program on a stand-alone computer (computer-related license) or the installation on a network server. In this case, the use of the program is limited to only one accessing party within the network (user-based license).

c. When acquiring multiple licenses (computer-based licensing) or floating licences (user-based licensing) the number of possible licenses/users is specified in the order acceptance/invoice.

d. The use of the program in networks with multiple users or multiple single-user computers is only allowed if SOCON agreed to the number of purchased licenses. The customer agrees to inform SOCON about a subsequent network- or standalone installation on multiple computers.

e. The Customer may not remove any identification marks from the items made available to him which show that such items are the property or a product of SOCON. The Customer declares that he will not disassemble or decompile the Software, he will not reverse any development stages or unveil the Software by any other means or disclose its source code.

f. The Customer may not lend, lease or sub-license the Software.

g. The Customer may use or apply the updates to this Software only together with the other SOCON Software that the Customer has at any particular time. The Software and all its updates are licensed as a single product so that the updates may not at any time be separated from the Software or used separately from it.

h. SOCON cannot guarantee that the Software will function at all times. If the Customer changes or modifies his operating system it is possible that this will cause the Software to stop functioning.

4. Cancellation of Agreement

While observing all other rights SOCON may cancel this Agreement at any time if the Customer does not adhere to the terms of use of this Agreement. In this case the Customer must destroy all copies and components of the Software in whatever form they are saved and delete same from his computers.

5. Disclaimer

a. No guarantees

The software is supplied "as is" without warranty of any kind. Insofar as current law permits SOCON excludes, explicitly as well as implicitly, any type of guarantee with respect to the Software, including but not limited to any implied warranty for defects and guarantees of the required fitness for a special purpose as well as guarantees against copyright infringements. SOCON cannot guarantee the full functioning of the Software at all times. If the Customer updates his operating system it is possible that this will cause the Software to stop functioning. This limited liability gives the Customer certain rights. The Customer may be entitled to certain other rights which vary depending on the country/place of jurisdiction.

b. No liability for damage caused

Insofar as the pertinent current law permits SOCON is released from liability for any kind of damage (including and without limitation damage from loss of company profit, from interruptions in operation, from loss of company information and any other type of monetary loss) that may result from the use or inability or non-possibility of use. This applies even if SOCON has been advised of the possibility of such damage. As some countries/courts do not allow an exclusion or a limitation of the liability for consequential and indirect damage it is possible that the above limitation does not apply to you.

c. With respect to the above SOCON is released from all possible obligations concerning all Software components that have been reworked, changed or modified by anyone else other than SOCON.

6. Governing law

This Agreement and the legal relationship between the Parties shall be governed by the law of the Federal Republic of Germany and the place of jurisdiction shall be Hildesheim, Germany.

The Customer categorically states that he has read and understood this Agreement and agrees that he is prepared to comply with the conditions contained herein. The Customer moreover states he agrees that the entire and exclusive text of this Agreement between the Customer and SOCON replaces all previous offers and agreements, both verbal and written, and that it replaces all other communications between the Customer and SOCON with regard to the Software. This Agreement may not be altered or amended unless it is done in writing and the written alteration or amendment is signed by an authorized representative of SOCON.

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