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Product: iTech Logging 2 for Windows (Developer Edition)

(c) 1999-2003 iTech Software GmbH, Berlin

Editions: All License Packs (Single Developer License, 4 Developer Team License, Site License)

End-User License Agreement

Agreement version 1.4, Thu 20 Nov 2003

Changed in comparison to version 1.3, Fri 28 Jun 2002: List of ITLogLib variants (1.1) and list of redistributable files (1.3.1) were extended.

Changed in comparison to version 1.3.1, Mon 03 Mar 2003: License Packs introduced and distinction of Standard Edition and Professional Edition removed. All License Packs now include the features of the former *Professional* Edition.

Important - read the following License Agreement carefully. It is a legal agreement between you (the User) and iTech Software GmbH (the Producer) for the Software Product (the Product) you are installing, which includes Computer Software and related Documentation. By installing or otherwise using the Product, you accept all the terms and conditions of this Agreement. If you don't accept the Agreement you are not allowed to use the Product.

The Product is protected by German copyright and other intellectual property laws and international treaties. iTech Software or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold. iTech Software grants you certain rights to install and use the Product as described in this Agreement.

1 Licensing terms

1.1 Scope of supply

Basically *iTech Logging* consists of the following parts:

- 1) ITLogLib: logging library in several variants for different development environments
In version 2.2 of the product you find the variants ITLogLib/.NET, ITLogLib/COM, ITLogLib/Visual C++, ITLogLib/Standard C++, ITLogLib/Delphi, ITLogLib/Java and ITLogLib/Win32.
New variants may be added in further minor and major releases (2.2.x, 2.x; 3.x) without the need to change the License Agreement everytime. They will be listed on the iTech Software website and in the setup program and will be installed if you choose to install the entire product.
- 2) ITLogBook: program for visualizing and analyzing the recorded data
- 3) ITConfigManager: program for the configuration of the logging libraries mentioned under 1).

Additionally a setup program and online documentation as well as samples belong to the Product.

These parts are normally provided for electronic software download (ESD). If the Customer chooses other types or scopes of supply, a media set with the software and printed manuals may belong to the delivery.

1.2 Usage rights

1.2.1 Usage rights for natural persons

If the Customer is a natural person, iTech Software hereby grants him a non-exclusive right to make copies of the Product and to use them for the sole purpose of designing, developing and testing his own software products. In this case the Customer has the right to install and use copies of the Product on an unlimited number of computers, if and so long as

- a) he is the only natural person using the Product on these computers

or

- b) the other persons using the Product on these computers possess their own personal licenses for the Product.

1.2.2 Usage rights for legal entities

If the Customer is a legal entity, iTech Software hereby grants him the right to designate one individual within his organization to have the right to use the Product in the manner provided under 1.2.1. In extension of section 1.2.5 this individual may change more frequently, but a license may never be used simultaneously by more than one individual.

1.2.3 Manual und other accompanying materials

The Software, manuals und other accompanying materials are protected by copyright laws. All current and future copyright and commercial rights, especially the right to modify, change und execute, remain with iTech Software, unless otherwise agreed in the following.

1.2.4 Permanent transfer of the Product

The Customer is allowed to sell the Product and permanently transfer the usage right. The actions of Product sale and transfer of

rights cannot be separated.

You may permanently transfer all of your rights under this Agreement only, when you retain no copies and transfer this Agreement, the accompanying license number (if applicable) and all of the Product (including all components, the media and printed materials as well as all upgrades) completely and the recipient agrees to the terms of this Agreement.

If you have an update version, you must transfer together with this version all previous versions and other products that were used to obtain the update version.

iTech Software must be informed about the transfer.

1.2.5 Temporary transfer

This License doesn't grant you the right to rent, to lease or to lend the Product or to otherwise only temporarily transfer the usage rights.

1.2.6 Usage of the binary code

The reengineering of the binary code, for example the decompilation or disassembling, is only allowed within the limits of § 69e of the German copyright law (UrhG).

1.2.7 Copying

The Customer has the right to make backup copies of the software within the backup systems used by him, as far as this is necessary to secure the future use of the software by the Customer. The manuals and other accompanying materials cannot be copied without written approval by iTech Software.

1.2.8 Unauthorized persons

The Customer has to ensure that persons which are unauthorized by this Agreement do not get access to the Software, the license keys, the manuals and other accompanying materials.

1.3 Redistribution of the runtime libraries

The Customer has the right to build the logging libraries into his own software products and to use the so extended products by up to the licensed number of developers simultaneously for the *development* of his products.

The following sections describe the additional rights of the Customer to redistribute certain components of iTech Logging within the context of the *distribution* of such a software product to its end users.

1.3.1 Redistributable components

The list of redistributable files is installed and updated with the product. It can be found directly in the directory of iTech Logging on your system in the file 'redist.txt'.

1.3.2 Terms of the redistribution permission

So long as a software product developed by the Customer belongs to the "positive product classes" defined in section 1.3.3, iTech Software hereby grants the Customer for the *delivery* of the Customer's product to end users the right to redistribute the runtime components enumerated in section 1.3.1 together with Customer's product and therefore to make the necessary copies of the runtime components, without paying royalties.

The usage of the redistributable files by Customer's end users is only allowed in the context of Customer's product and only for it. Insofar the Customer is held responsible by iTech Software for unlawful use of iTech Logging by the Customer's end users.

iTech Software may also allow the redistribution of the runtime components for a product that belongs to the "negative product classes" or which is difficult to classify, but the Customer has to obtain such a permission from iTech Software in written form and other licensing terms and royalties may apply.

1.3.3 Product classes

A product belongs to the "positive product classes" in the sense of section 1.3.2, if the following conditions hold simultaneously:

- It is a normal application program, that means in particular, it is no development tool (i.e., tool for the development of applications, for instance development environment or programming library).
- It serves not primarily the processing of logging information. Rather iTech Logging - according to its original purpose - is used in the product only to secure the support and maintenance of the product.

A product belongs to the "negative product classes" in the sense of section 1.3.2, if at least one of the following conditions holds:

- It is a development component which provides logging functionality on the basis of iTech Logging (especially by encapsulating / wrapping).
- It is a program for the purpose of processing logging information. The source of the logging information is irrelevant here.
- It is generally a product that deals mainly or as a minor aspect with logging and/or represents a competition or replacement for iTech Logging.

1.3.4 Further conditions

If according to the terms above the Customer has the right to redistribute the runtime components of iTech Logging designated in section 1.3.1 together with his software products, this has to be done according to the following additional conditions:

You agree to

- not use iTech Software's signs (name, logos, trademarks etc.) to market your software product.
- distribute the redistributable files only in conjunction with and as part of the software product developed by you.

- not permit further distribution redistributable files by your end user.

It should be obvious that iTech Software cannot provide support to your end users in the frame of this Agreement, including support related to the installation and use of iTech Logging.

1.3.5 Exemption from liability

You indemnify, hold harmless, and defend iTech Software from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of your software product, as long as the claims aren't caused by a deliberate transgression of duty by iTech Software.

1.4 Redistribution of ITLogBook and ITConfigManager

The redistribution of the runtime libraries was explained in section 1.3 "Redistribution of the runtime libraries".

Additionally the different license packs give the Customer the right to use the applications ITLogBook and ITConfigManager in the context of his software products on a certain number of additional computers, for instance computers of his end users.

The exact number of additional computers is defined as follows, depending on the license pack purchased:

- Single Developer License: 1 additional computer
- 4 Developer Team License: 4 additional computers
- Site License: 8 additional computers

The provisions of the sections under 1.3 apply analogously for the redistribution of ITLogBook and ITConfigManager, with references to the runtime libraries replaced by references to the applications just mentioned.

1.5 Contractual penalty

In every case of violation against the License Agreement the Customer forfeits a contractual penalty of € 2.500,-.

The penalty is due immediately when the violation occurs. §341 par. 3 of the German Civil Code (BGB) is excluded. The penalty doesn't exclude further-reaching rights of iTech Software and compensation claims by iTech Software, but paid penalties will be counted towards the total compensation claims.

1.6 Export controls

This Software is subject to the export control laws of Germany. You may not export or re-export the Software without the appropriate German and foreign government licenses.

1.7 Limited warranty

iTech Software warrants that the media on which the Product is delivered to you will be free of defects in material and workmanship under normal usage conditions during the legally prescribed period of two years.

Within this period iTech Software has the right to eliminate reproducible errors in the Software or to provide workarounds. The cancellation of the contract or reduction of the purchase price are excluded, except in cases where an error elimination or workaround failed already once.

iTech Software disclaims all other warranties, either express or implied, to the maximum extent permitted by applicable law, including, but not limited to, implied warranties of merchantability and fitness of the Product for a particular purpose

All product materials, like manuals, packings, brochures etc are only *descriptions* of the Product and represent no assurances.

The Customer has to report occurring faults immediately in written form to assert his warranty rights.

1.8 Limitation of liability

iTech Software is unlimitedly liable for intent and severe negligence and for the absence of assured properties.

In the case of slight negligence, the liability of iTech Software due to violation of essential duties of the contract is limited to the typically foreseeable damages. Otherwise the liability in the case of slight negligence is excluded.

Claims for compensation due to the violation of non-essential duties of the contract lapse with two years. This doesn't apply to claims for unpermitted actions.

These provisions don't apply to claims under the product liability law.

2 General terms

2.1 Applicable law

This Agreement is deemed entered into in Berlin, Germany, by both parties, and all business relations of iTech Software with the Customer are governed by the law of the Federal Republic of Germany. If this law refers to foreign law, then such referrals are inoperative. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

2.2 Court of jurisdiction

The court having jurisdiction for both parties is Berlin. For Customers which aren't fully qualified merchants the statutory regulations apply.

2.3 Completeness and written form

This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. This Agreement may be amended only in writing executed by both parties.

2.4 Unenforceable provisions

Should any provision of this Agreement be or become unenforceable, then the remainder of this Agreement shall nonetheless remain in full force and effect. The parties agree already now to replace the unenforceable provision by one that comes closest to the economical aim of the unenforceable provision and that is itself enforceable.

2.5 Trademarks

All mentioned trademarks are properties of their respective owners.

2.6 Publication

iTech Software is authorized to publish the conclusion of the contract within the framework of its press and public relations activities.