

## **Geeonx\_Creator**

### **License Agreement**

Between

Rasmus J. N. Keller, Krefeld, Germany

- furthermore **Licensor** -

and

You

- furthermore **User** -

#### **Section 1 Subject of contract**

The Licensor is bearer of the copyright of the following items (Geeonx\_Creator)

- the program geeonx\_creator V. 0.99 (build number 135);
- all gfx files (navi\_left.png, navi\_right.png, navi\_up.png, navi\_down);
- the corresponding .gee and .gew files.

The subject of this contract is the grant of a simple usage right regarding the Geeonx package to the User. With installing and using the Geeonx\_Creator the User gives his consent to this License Agreement.

#### **Section 2 Granting usage rights**

(1) The Licensor grants to the User a simple non-exclusive usage right (License) to the Geeonx\_Creator. The License entitles the User to the following acts:

- The User may reproduce Geeonx\_Creator by copying it to the harddisk or flash memory of a computer (installation) and running it on the computer.
- The User may make a backup copy of Geeonx\_Creator on a physical data carrier.

(3) You are not entitled to any other copyrighted exploitation acts extending beyond those stated above. You have got no right to grant sublicenses.

#### **Section 3 Liability for defect of title**

The Licensor shall be liable for defects of title only to the extent the Licensor fraudulently concealed any such defect in title at the time the agreement was concluded. In such case, the Licensor's obligation to pay compensation shall be restricted to the damage the User incurs owing to the fact that the User relied on the product being free of such defects. Any further Licensor liability for legal defects is not in effect; this applies particularly to consequential harm caused by a defect

#### **Section 4 Liability for material defects**

The Licensor shall be liable for material defects only to the extent the Licensor fraudulently concealed any such defect in the Geeonx\_Creator at the time the agreement was concluded. In such case, the Licensor's obligation to pay compensation shall be restricted to the damage the User incurs owing to the fact that the User relied on the product being free of such defects. Any further Licensor liability for material defects is not in effect; this applies particularly to consequential harm caused by a defect.

#### **Section 5 Other liability restrictions**

(1) Regardless of their legal nature, the following provisions shall apply to all your claims against the Licensor to compensation for damages or compensation for wasted expenditures which are not covered by Sections 6 and 7. The above provision is without prejudice for liability in accordance with the German Product Liability Act or other implementations of Council Directive 85/374/EEC.

(2) The Licensor shall be liable only for intent and gross negligence unless the damage or the wasted expenditure are caused by a breach of duty not in context with Geeonx\_Creator or the utilization rights to the Geeonx\_Creator.

#### **Section 6 Partial invalidity**

If a clause in this agreement is or becomes invalid, this shall not affect the validity of the remaining clauses.

#### **Section 7 Choice of law**

The agreement shall exclusively be subject to and governed by the laws of the Federal Republic of Germany. In regard to consumers the protection afforded by the statutory provisions of the country, where the consumer has his habitual residence and which cannot be derogated, is not effected by the choice of law (see Art. 6 (2) EU regulation No. 593/2008).

Krefeld, 16.12.2019