

**Software License Agreement**  
**PARKWAY Software GmbH "PARKWAY"**

PARKWAY Software GmbH  
Schoenstr. 58  
D-81543 Munich  
Germany  
Tel.: +49 (0)89-6518 034  
Fax: +49 (0)89-6518 161

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY. IT SPECIFIES THE TERMS ON WHICH YOU ARE GRANTED A LICENSE TO USE THIS PARKWAY COMPUTER SOFTWARE. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE RETURN THE SOFTWARE PRODUCT TO PARKWAY. COPYING THIS COMPUTER SOFTWARE OR ITS DOCUMENTATION IN ANY WAY OTHER THAN PERMITTED BY THIS AGREEMENT CONSTITUTES AN INFRINGEMENT OF COPYRIGHT UNDER GERMAN LAW. COPYING THIS SOFTWARE WITHOUT THE APPROVAL OF PARKWAY IS ILLEGAL. IF YOU DO SO, YOU RISK PROSECUTION AND MAY BE HELD LIABLE FOR DAMAGES BY PARKWAY. THE POSSESSION OR USE OF SOFTWARE, EQUIPMENT OR OTHER MEANS SERVING THE PURPOSE OF ACQUISITION AND INTENDED TO REMOVE OR CIRCUMVENT, OR TO FACILITATE REMOVAL OR CIRCUMVENTION OF, THE COPY PROTECTION OR THE NETWORK IDENTIFIER IS UNLAWFUL.

1. License – PARKWAY grants you a simple, non-transferable license to use the accompanying computer software ("Software") and the related documentation ("Documentation") as set forth in this Agreement on systems that you own or operate. The Agreement permits the use of the software by one user on one system at one location at any given time, unless you have agreed with PARKWAY on the use of a network version. In this case, the Software may be used on multiple seats, either (a) with a maximum number of permitted users of one (1), so that more than one person has access to the software but only one person may use it at once, or (b) with a maximum number of permitted users of two (2) or more, in which case a separate license and documentation must be acquired for each authorized user. Regardless of which of these alternatives applies, this agreement permits the creation of a single copy of the Software for backup and archival purposes. The documentation may not be copied without PARKWAY's express approval in writing.
2. Limitations – You are not permitted (a) to copy the Software or Documentation, except as permitted expressly in the Agreement; (b) to analyze, decompile or disassemble the Software, except in the manner permitted by law and as far as essential in order to obtain information necessary to achieve interoperability of the Software with an independently created program or other software, and the necessary information is not readily available from PARKWAY; (c) to distribute, rent, lease, sell or transfer in any way to others the Software, Documentation or rights granted by this license without prior approval in writing from PARKWAY; (d) to remove, modify, or render illegible notices of ownership, labels or trademarks on the Software or Documentation; (e) to modify, translate, adapt, arrange or create for any purpose works based on the Software or Documentation; (f) to use installations, equipment, software, information or other means intended to circumvent or remove copy protection of whatever kind used by PARKWAY with the Software; (g) in the case of the network version of the Software, to use a specific network identifier on a workstation or central processing unit other than one to which the network identifier is assigned or to alter the network identifier in any way or for any purpose so that the Software might be used on another workstation or central processing unit.
3. Upgrades and updates – If the Software has been supplied to you as an upgrade or update to a previously purchased software license, all copies of the previously licensed software, including all copies on your hard disk, must be destroyed within thirty (30) days of installing the Software.
4. Copyright – All rights of ownership, proprietary rights and any other rights of exploitation of the Software, the Documentation or any copies that you create such as are not transferred to you through this Agreement remain with PARKWAY. In particular, unauthorized copying of the Software or Documentation automatically terminates this license. Unauthorized duplication of the software constitutes an infringement of the copyright and is punishable by law.

5. Warranty – PARKWAY gives a warranty for its products in accordance with statutory requirements. No further warranty beyond this is given. In particular, the warranty does not cover the Software's fitness for your specific purposes. You alone bear sole responsibility for the selection, installation and utilization of the software, as well as for the results you aim to achieve with the Software. PARKWAY does not warrant that the operation of the Software will be uninterrupted or error-free, or that the Software is fit for any particular purpose.
6. Exclusion of liability – TECHNICAL SOFTWARE ARE TOOLS INTENDED SOLELY FOR USE BY TRAINED PROFESSIONALS. THE SOFTWARE IS NOT ABLE TO REPLACE THE JUDGMENTAL ABILITIES OF AN EXPERT. TECHNICAL SOFTWARE ARE INTENDED AS AN AID TO THE DESIGN OF PRODUCTS AND CANNOT REPLACE INDEPENDENT TESTING OF PRODUCTS' BEHAVIOR IN REAL-LIFE APPLICATIONS, OR THEIR SAFETY OR USABILITY. DUE TO THE WIDE RANGE OF POSSIBLE APPLICATIONS OF THIS SOFTWARE, IT HAS NOT BEEN TESTED FOR EVERY SITUATION IN WHICH IT MIGHT BE USED. PARKWAY ACCEPTS NO LIABILITY FOR THE RESULTS ACHIEVED USING THIS SOFTWARE. THE USERS OF THE SOFTWARE ARE RESPONSIBLE FOR MONITORING, WORKING WITH, AND CONTROLLING THIS SOFTWARE. THIS RESPONSIBILITY INCLUDES DETERMINING THE APPROPRIATE APPLICATION OF THE SOFTWARE AND THE SELECTION OF THE SOFTWARE AND OTHER PROGRAMS TO ACHIEVE THE INTENDED RESULTS. THE USERS OF THIS SOFTWARE ARE ALSO RESPONSIBLE FOR ESTABLISHING THE SUITABILITY OF INDEPENDENT PROCEDURES FOR DETERMINING THE RELIABILITY AND THE PRECISION OF THE SOFTWARE'S PERFORMANCE.
7. Limitation of liability – Inasmuch as any liabilities might exist for PARKWAY out of mandatory regulations, such liabilities are limited to culpable or foreseeable damages, and PARKWAY's total liability shall not exceed the purchase price you paid for this software license. PARKWAY accepts no liability for loss of profits, losses sustained, indirect damages or consequential damages of any kind, or loss of data. This limitation of liability does not extend to warranted quality or to damages due to intent or to gross negligence on the part of PARKWAY, or to damages resulting from the infringement of such contractual duties as are fundamental to the execution of the purpose of the Agreement.
8. General – (a) This license shall terminate without further notice or steps on PARKWAY's part if the licensee files for bankruptcy, reaches composition with creditors, or goes into liquidation. (b) This Agreement shall be interpreted under and governed by the laws of the Federal Republic of Germany, under exclusion of the UN convention of 1980 governing mercantile sale agreements. (c) Munich shall be the jurisdictional venue in any disputes arising out of or due to this agreement, inasmuch as this can be regulated in a contractually permissible form. (d) This agreement is the complete agreement between PARKWAY and you with regard to the object of the agreement and supersedes all communications or advertising claims with regard to the Software and the Documentation. (e) Amendments and supplements to this Agreement shall be made in writing and signed by you and by PARKWAY. This also applies to any amendment or supplement to the current requirement regarding the written form. (f) If any provision of this Agreement transpires to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in effect, and both parties shall remain bound by obligations that, in terms of content, correspond to the illegal or unenforceable provision without themselves being illegal or unenforceable.