License Agreement

As of January 2014

License Agreement for Software Products of WoltLab® GmbH.

§ 1 Rights of Use

(1) In return for the payment of the agreed lump sum remuneration, WoltLab grants its Customers a non-exclusive, unlimited right to use the Software for an unlimited period of time.

(2) The acquired Software is licensed exclusively to the Customer mentioned in the Customer Account and may be used according to paragraph 1 above only by this Customer.

(3) One "Copy" of the Software entitles the Customer to run a maximum of one (1) installation of the Software at the same time. The Customer is allowed to mirror this installation on multiple servers for the purposes of load balancing.

(4) If Customers intend to run multiple installations of the Software, the right of use must be extended accordingly, that is, Customers need to acquire one or, if needed, several copies of WoltLab's Software. Any use beyond the contractual agreement constitutes a breach of contract. In this case the Customer is required to inform WoltLab about the use in excess of the license.

(5) Customers are entitled to make a security backup of the Software and to conduct daily data storage. The creation of any further copies other than security backup and data storage is prohibited.

(6) Customers are not entitled to de-compile, amend or change the Software unless this is permitted by law, i.e. in case such de-compilation, amendment or change is necessary to create an interface for other software applications or to eliminate malfunctions in the Software. Customers may change, amend or process the source code of the Software as well as the data base structure of the Software at their own risk. Customers are also entitled to adjust the software in terms of graphics and functions to their own needs.

(7) Copyright markers as well as other notes identifying software- or source code may not be removed or amended. They are to be transferred to each copy of the Software. This does not apply if Customers have acquired from WoltLab a "Branding Free" - license, which allows Customers to remove the respective copyright markers as well as other notes identifying software- or source code.

§ 2 Updates

(1) WoltLab provides Software updates in irregular intervals. Customers may install the respective update at their own discretion.

(2) Customers must apply the offered updates in order to benefit from stability and feature enhancements.

(3) WoltLab assumes no liability for any damage if the Customer did not install the update, provided that WoltLab can prove that no malfunction would have occurred had the current update been installed.

§ 3 Transfer

(1) The Software copy may only be transferred as a whole, i.e. by discontinuing the use of the acquired Software copy, Customers may transfer its respective right to use the Software according to

the license agreement between WoltLab and the Customer to a third party. In this case the Customer must delete the Software on the Customer's own remaining data carriers. After transfer the Customer's right to use the Software ceases to exist.

(2) Customers may not transfer the Software to third parties if there is a reasonable suspicion that the third party intends to breach the existing license provisions, particularly if the third party intends to create illegal copies.

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