

RDT – Pricelist and Easy Order Form Europe Non-Commercial Use (schools + universities)



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Prices in €

Quantity	HDGUARD 8 (Download version)	Non-Commercial Use
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	Media Pack (CD, Manual, Box),	18,00
For quantities of more than 150 clients please ask for an individual offer. UPDATE discount 30%		

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The above mentioned prices exclude Value Added Tax (VAT).

Older pricelists are losing their validity. **Please note our licence agreement, following on last page.**

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Delivery: electronic Download and/or via Post by ordering the media pack (contact us for conditions)

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Shipment within Europe € 8,00

Place / Date

Sign / Stamp

Final User License Agreement

General

Ramcke DatenTechnik GmbH of Alte Landstrasse 14 D-23843 Neritz („RDT“) is the manufacturer and respective owner of copyrighted Software which is in particular but not exclusively designed for the Use in Schools and educational institutions. The Enduser wishes to make use of such Software. RDT grants the use of such Software to the Enduser only if the Enduser agrees to the conditions contained in this License agreement.

1 Software License

1.1 Grant of License. RDT grants to the Enduser the non-exclusive, time and date independent right, to use the Software as included and described herein („Software“) in conjunction with following the terms and conditions. All Rights which are not expressly granted to the Enduser are reserved.

1.2 Permission of Use.

- (a) Use of the Software. The Enduser is entitled to install, use, display and execute the Software on the permitted number of computers, servers, workstations or otherwise for individual use only. The Right to use the Software is limited to the Object code of the Software. RDT is under no obligation to provide source code of the Software at any point.
- (b) Copying and Installation of the Software. The Enduser is only entitled to duplicate the Software in any form as far as the use under this agreement requires the Enduser to do so. In particular this extends to the minimum installation requirement for the proper functionality of the Software and to the creation of one (1) Backup copy per location where the Software is used. All copies must be full copies of the entire Software including all Copyright and Trademark references.

1.3 Restrictions of Use.

- (a) Reverse Engineering, De-compilation and Disassembly. The Enduser may not reverse engineer, de-compile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Copyright notices, Serial Numbers or other identifying properties of the Software may not be altered or removed.
- (b) Software Product Transfer and Rental. The Enduser is not entitled to sell or otherwise transfer the Software to a third party unless the other party agrees to be bound to this agreement. In the case of a transfer to a third party the Enduser must transfer all copies of the Software permanently or destroy any copies not transferred to the third party. The Right of the Enduser to use the Software ends with the transfer of the Software. A transfer must comprise of the last updated version and all earlier versions. The Enduser must notify RDT of the Transfer and must inform RDT about the name and the address of the third party to which the Software has been transferred to. The Enduser may not rent, lease, lend, sublicense or authorize all or any portion of the Software to be copied onto another users computer except as may be expressly permitted herein.
- (c) Use Limited by License. The use of the Software is limited to the number of licenses purchased. In case of a violation of such limitation RDT reserves all rights..

2 Delivery of the Software and the Documentation

2.1 Delivery. RDT provides to the Enduser the Software on CD-Rom or comparable medium containing recent Software code and a full set of documentation on the date detailed on the corresponding delivery note. Further delivery of additional or updated Versions of the Software is available on by separate or alternative arrangement.

2.2 Other Services. Excluded from delivery is the installation of the Software at the Endusers place, any Software training of the Eduser, Enduser support via telephone or other maintenance and consultancy services. Such service are available by separate or alternative arrangement.

3 License fee

3.1 Definition. The License fee is subject to the offer under which RDT makes the Software available. The fee contains the price for the licensing and provision of the Software. Additional provisions are subject to additional fees. The license fee excludes Value Added Tax (VAT).

3.2 Schedule. The License fee is due payable two (2) weeks from the date the invoice as issued by RDT is rendered, unless RDT agrees in writing to a different payment schedule.

3.3 Charge against RDT. The Enduser may only raise a charge against RDT if the claim for such charge is not contested by RDT.

4 Ownership

The Software is licensed not sold. The Software license remains until full and final settlement of any monies owed to RDT by the Enduser the property of RDT.

5 Warranty

5.1 Warranty. RDT warrants that the Software will perform substantially in accordance with the accompanying written materials for a period of one (1) year from the date of delivery. This warranty is limited to the Software as supplied on the date of delivery only.

5.2 Inspection on Receipt and Notification of fault. The right to remedy requires the Enduser to inspect the Software to a reasonable extend on receipt. Any faults found must be notified to RDT immediately in writing. Faults which are not found on initial inspection but occur during use at a later stage must be notified to RDT in writing immediately after such fault has occurred. The written notification must include a detailed description of the perceived fault, which shall enable RDT to identify, reproduce and rectify the fault.

5.3 Remedy. In the event of a legitimate claim of fault RDT's entire liability and the Endusers exclusive remedy shall be, at RDT's option, either (a) repair the fault or (b) replacement of the Software.

5.4 Limited Warranty. In the event that the Enduser has made an unauthorised alteration to the Software, or if the Software is used in an environment or for a purpose it has not been designed for, the warranty and remedy provision is not applicable, unless the Enduser provides evidence that such alteration or misuse did not cause the fault and that such alteration or misuse does not complicate the remedy.

5.5 Software for Testing Purposes. In the event that RDT provides the Enduser with Test or Beta versions of the Software, RDT shall provide such versions without any warranty. RDT reserves the right to create its Software in a way that may cause one or more programs it contains to cease its full functionality after a certain period of testing which is known to the Enduser. In such event RDT shall not be liable to remedy to the Enduser .

6 Care obligations of the Enduser

The Enduser must ensure that the Software is protected against unauthorised access by others. The Enduser shall therefore ensure that the original media on which the Software was delivered, any copies of such media and all accompanying documentation including the license documents are kept at a safe place. The Enduser is under obligation to inform any authorised person of the obligations under this agreement and that any use outside this agreement is unlawful.

7 Limited Liability

RDT accepts liability for damages arising from any reason whatsoever only under the following provisions:

7.1 Intention. In the event of Intentional Damage caused by RDT, Claims against RDT under the Sale of Goods Act, Misrepresentation or deceitful concealment of a fault by RDT or personal injury (including death) RDT accepts liability according to statute.

7.2 Gross Negligence. In the event of gross negligence the liability of RDT is limited to the amount of reasonably foreseeable damage at the time; this limitation does not apply in the event that such damage has been caused by the gross negligence of RDT's Senior Management.

7.3 Loss of Data. The Enduser is solely responsible for data back up precautions. Notwithstanding the limitations of liability of Section 7.2, RDT shall only be liable in the event of Data Loss that such data is available for restoration in form of machine-readable material and in such event that restoring the data is possible with reasonable efforts. RDT's liability is limited to the typical and reasonable effort of such restoration. The provisions in Section 7.3 do not apply in the events as outlined in section 7.1.

7.4 Employees. In the event that liability of RDT is exempt or limited, such exemption or limitation shall extend to Employees of RDT as well as RDT's agents or fulfilment partners.

8 Confidentiality

8.1 Nature of Trade Secrets. The Enduser acknowledges that the structure, function and content of the Software represent trade secrets of RDT and that the disclosure to others may significantly damage RDT's ability to trade.

8.2 Confidentiality and non disclosure. The Enduser agrees to keep confidential at all times information about structure, function and content of the Software learned from this agreement or provided to him by RDT. The Enduser furthermore agrees to keep confidential any other information learned about RDT of confidential nature in particular in respect to Company or Trade secrets („confidential information“) and to never disclose to a third party or otherwise use such confidential information to gain personal or commercial advantage. RDT agrees to keep confidential at all times any Company and Trade secrets of the Enduser it learns from this agreement.

8.3 Employees of Endusers. The Enduser agrees to notify and to commit in writing anybody in its employment that has access to the Software to keep confidential any such confidential information as described in section 8.2.

8.4 Information exchange with Third parties. The Enduser is only permitted to exchange confidential information with third parties as long as the information exchange is essential to the performance of duties or the exercising of any rights granted under this agreement and only if such third party has agreed with RDT not to disclose confidential information to others.

9 Other provisions

9.1 Amendments. No amendments to this agreement shall be made unless expressly agreed and signed by an authorized officer of RDT in writing.

9.2 Severability. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

9.3 This Agreement shall not prejudice the statutory rights of any party dealing as a consumer.

9.4 Governing Law. Software License Agreement and Warranty are governed by the laws of the federal Republic of Germany. The courts of Hamburg shall have non-exclusive jurisdiction over all disputes relating to this Agreement.

01/06/02