

IMPORTANT - Read this License Agreement carefully before clicking on the "Agree" button. By clicking on the "Agree" button, you agree to be bound by the terms of the License Agreement following this paragraph.

END USER LICENSE AGREEMENT

THIS IS A LEGAL AGREEMENT between you (either an individual or an entity) and Huslik Verlag GmbH. By clicking on the "Agree" button, you are agreeing to be bound by the terms and conditions of this License Agreement. If you do not agree to the terms and conditions of this License Agreement, do not click on the "Agree" button.

1. Grant of Limited License

Huslik Verlag GmbH grants to you the non-transferable, non-exclusive, limited right to install and use the software program downloaded or contained on the CD-ROM (the "Software"). The license permits either (a) multiple users to install and use the Software on a single machine; or (b) a single user to install and use the Software on multiple machines. However, a single license does not allow multiple users to ever use Software on multiple machines, regardless of whether such use is concurrent.

2. Copyright

The Software is owned by Huslik Verlag GmbH and is protected by German, European, and United States copyright laws and by international treaty provisions. You should therefore treat the Software like any other copyrighted material (such as for example, books or musical recordings). Among other things, copyright laws prohibit you from making derivative works of the Software. You may, however, make copies of the Software solely for your individual and personal use on multiple computers, provided that you do not copy the Registration Key (see Section 3(a) below) and further provided that you include all copyright and proprietary rights notices on any copies. Notwithstanding the foregoing, you may not make copies for use on multiple machines if multiple users (including employees, agents, or contractors) will use those machines unless you purchase a corresponding number of seat licenses.

3. Other Restrictions

(a) If your copy of the Software does not come with a Registration Key, you may register your copy of the Software by purchasing a Registration Key at <http://www.fmchecker.com>. The Registration Key will enable features of the Software that were not available with the unregistered copy of the Software. You may not copy the Registration Key.

(b) You may not modify, reverse-engineer, decompile, or disassemble the Software for the purpose of disabling the feature of the Software that provides intermittent reminders that you have not registered your copy of the Software (i.e. circumventing the Registration Key system) or for the purpose of circumventing any of the terms of this License Agreement or any other provision of law.

(c) You may not claim that the Software is yours, and you may not use the name Huslik Verlag GmbH or FMChecker or the FMChecker Logo to endorse or promote products derived from the Software without prior written permission.

(d) You must use the Software at all times in a manner that is consistent with the Software licenses granted to you by other companies that have provided Software for your computer. For example, in case the Software is designed to be used with the Mac OS X operating system, you may not use the Software in a manner inconsistent with the Mac OS X license agreement between you and Apple Computer, Inc.

(e) You may not distribute copies of the Software, in whole or in part, to any third party, nor may you use, rent, loan, sublicense, or lease the Software to third parties. You further may not use the Software to act as a service bureau or application service provider.

4. Warranties and Limitation of Liability

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. HUSLIK VERLAG GMBH FURTHER DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT HUSLIK VERLAG GMBH) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

IN NO EVENT SHALL HUSLIK VERLAG GMBH OR ANYONE ELSE INVOLVED IN THE CREATION, PRODUCTION, MARKETING, DISTRIBUTION, OR DELIVERY OF THE SOFTWARE, BE LIABLE FOR ANY DAMAGES WHATSOEVER; INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, FOR BUSINESS INTERRUPTION, FOR LOSS OF BUSINESS INFORMATION, OR FOR OTHER MONETARY LOSS, ARISING OUT OF THE USE OF THE SOFTWARE OR THE INABILITY TO USE THE SOFTWARE, EVEN IF YOU HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL HUSLIK VERLAG GMBH BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES WHATSOEVER, WHETHER IN A CONTRACT ACTION, NEGLIGENCE OR OTHER TORT ACTION, OR OTHER CLAIM OR ACTION, ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE SOFTWARE OR DOCUMENTS AND OTHER INFORMATION PROVIDED TO YOU BY HUSLIK VERLAG GMBH, OR IN THE PROVISION OF, OR FAILURE TO PROVIDE, SERVICES OR INFORMATION.

Because some states of the United States and some countries do not allow the exclusion or limitation of the liability for consequential or incidental damages, the above disclaimer may not apply to you. Any warranties that by law survive the foregoing disclaimers shall terminate ninety (90) days from the date you downloaded or otherwise received the Software.

5. Fees

By clicking "Agree", you acknowledge that you have paid Huslik Verlag GmbH any and all applicable license fees for the Software.

6. Your Warranty to Huslik Verlag GmbH

You warrant that all individuals having access to the Software will observe and perform all the terms and conditions of this License Agreement. You shall, at your own expense, promptly enforce the restrictions in this License Agreement against any person who gains access to your copy of the Software (i.e. the copy you obtain upon agreeing to this License Agreement or any other lawful copy you have made from this copy) with your permission or while your employee and who violates such restrictions, by instituting and diligently pursuing all legal and equitable remedies against him or her. You agree to immediately notify Huslik Verlag GmbH in writing of any misuse, misappropriation or unauthorized disclosure, display or copying of the Software that may come to your attention. You agree to indemnify and hold harmless Huslik Verlag GmbH from any and all claims resulting from your use of the Software or breach of this Agreement.

7. Terms of Service

If you downloaded the Software, Huslik Verlag GmbH servers will automatically log certain non-personal information from your computer, information such as your IP address. If you decide you wish to purchase a Registration Key, we require that you provide us with certain billing information that is personal to you ("Personal Information"). That Personal information includes your name, address and credit card number and may also include other information such as your e-mail address. After we have received payment from your credit card company, we save only the last five digits of your credit card for identification purposes.

To the extent Huslik Verlag GmbH may access Personal Information, Huslik Verlag GmbH will not transmit Personal Information voluntarily to any third party without your express consent. Your

Personal Information remains in your full control.

Huslik Verlag GmbH may, on occasion, use your IP address to help diagnose problems with our server and to administer its website. Huslik Verlag GmbH may derive general information from your Personal Information and web usage. Huslik Verlag GmbH will not voluntarily disclose, sell or trade your Personal Information to any third party without your consent.

8. Export Law Assurance

You agree to comply with all laws, rules and regulations applicable to the export of the Software. Specifically, you may not use or otherwise export or reexport the Software except as authorized by the laws of the jurisdiction in which the Software was obtained.

9. Injunctive Relief

Because of the unique nature of the Software, you understand and agree that Huslik Verlag GmbH will suffer irreparable injury in the event you fail to comply with any of the terms of paragraph 3 of this License Agreement and that monetary damages may be inadequate to compensate Huslik Verlag GmbH for such breach. Accordingly, you agree that Huslik Verlag GmbH will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief, without posting a bond, to enforce the terms of this Agreement.

10. Termination

You may terminate this Agreement at any time. Huslik Verlag GmbH may immediately terminate this License Agreement if you breach any representation, warranty, agreement or obligation contained or referred to in this License Agreement. Upon termination, you must dispose of the Software and all copies or versions of the Software by destroying the Software. The provisions of Sections 3, 4, 5, 6, 7, 8, 9 and 11 of this License Agreement shall survive termination of this Agreement.

11. Miscellaneous

If any litigation is brought to enforce this License Agreement, or arises out of this License Agreement, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred in such litigation. This Agreement shall be governed by the laws of Germany, including the 1980 United Nations Convention on Contracts for International Sale of Goods. Venue for any action under this Agreement shall be in Augsburg, Germany. You consent to the personal jurisdiction of the courts of such venue. This License Agreement is the complete agreement between Huslik Verlag GmbH, Unterfeldweg 3, 86199 Augsburg, Germany and you and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

12. Trademarks

You may not use any trademarks, service marks, trade names, or logos of Huslik Verlag GmbH in any advertising, brochures, or promotional materials, unless you have signed a separate Trademark License Agreement with Huslik Verlag GmbH. "FMChecker", "FMChecker Standard" and other combinations with "FMChecker" are trademarks of Huslik Verlag GmbH. All names of products and companies used in this document, the Software, or the enclosed documentation may be trademarks of their corresponding owners. Their use in this document is intended to be in compliance with their respective guidelines and licenses.

COPYRIGHT NOTICE: Copyright (c) 2003-2004 Huslik Verlag GmbH, Unterfeldweg 3, 86199 Augsburg, Germany. All rights reserved. Any rights not expressly granted in this License Agreement are reserved.