IMPORTANT NOTICE:
Please read the following carefully! Placing an order or starting to use the provided SOFTWARE shall be deemed acceptance of the terms and conditions of this Licence Agreement. If you do not agree to them, you should promptly return it to HELL Gravure Systems GmbH (HELL) or its local distributor and your money will be refunded. This is a legal document and constitutes a legally binding agreement between you and HELL.

1. Licensed Programs

1.1 The customer acknowledges that the SOFTWARE is the intellectual property of HELL and/or several licensers who retain all rights and title to the SOFTWARE. The original media itself is and shall remain the property of HELL.

1.2 Subject to the terms and conditions hereof and upon payment of the licence fee, HELL grants to the customer a non-exclusive, non-transferable right to use the SOFTWARE for the operation of one workstation or output device installed at his or her premises at any one time.

Using the SOFTWARE on more than one workstation or output device or on any computer or system which permits electronic access to it by more than one user is only allowed if the customer has purchased a multi-user-licence, (special price/subject to availability).

The customer may not copy the SOFTWARE, except for backup purposes only, in which case he or she is required to mark the copy with the HELL name and a copyright notice.

1.3 The customer is only allowed to transfer or assign the SOFTWARE to a third party if he or she complies with all of the following conditions:

- The transferee confirms his or her consent to all terms and conditions of this Licence Agreement by signing a copy hereof.
- Such signed copy including the customer, and the transferee, full name and address is being sent to HELL or its local distributor.
- The transferring customer does not retain any copies of the SOFTWARE in whole or part and refrains from any further use of it.

This right of assignment does not apply to such application programs which are precluded from assignment at the time of entering into the agreement.

2. No Use for Other Purposes / No Reverse Compiling

2.1 Notwithstanding the exception set forth in subsection 1.3 above, the customer may not sell, lend, otherwise transfer or sublicense the SOFTWARE to any third party.

2.2 Notwithstanding the exception set forth in subsection 2.3 the customer is not allowed to

- modify, reverse compile or merge the SOFTWARE with other software programs
- adapt modules thereof for his or her own developments, or
- put the software solutions embodied in the SOFTWARE to any commercial use other than operating the customer's own workstation or output device.

2.3 Actions as described in paragraph 2.2 are only allowed if they are indispensable to obtain the information necessary to establish interoperability of the SOFTWARE with other software programs. This shall only apply if such information is not made public or otherwise easily accessible to the customer and he or she first requests prior written approval from HELL. HELL may impose such reasonable conditions, including, but not limited to a reasonable fee, on such requested use to ensure that the proprietary rights of HELL and/or its licensers are protected.

3. Warranty and Limited Liability

3.1 HELL warrants that the SOFTWARE meets the functionality and performance standards as outlined in the user documentation currently valid at the time of the agreement.

This warranty ends 12 months after the granting of the right of use and the provision of the SOFTWARE to the customer.

HELL will correct substantial malfunctions occurring during this warranty period provided that such malfunctions are reproducible, and the customer gives immediate notice and sufficient description of such malfunctions and provides proof of purchase to HELL. Such corrections regularly will be incorporated into new revisions of the SOFTWARE or, until the release of such new revisions, into temporary versions, at HELL's discretion.

The correction may also be implemented by delivery of new versions of the SOFTWARE (i. e. versions with additional functionality and/or enhanced performance) in which case the warranty does not cover such additional functionality and performance.

If the customer should need new or modified hardware for the operation of such new versions, he or she is only entitled to return the SOFTWARE and obtain a refund of his or her money.

3.2 The foregoing states the entire liability and warranty of HELL or its local distributor, and any claims in excess thereof, e. g. for idle time, shortfall of production, waste of material and other direct, indirect, incidental or consequential damages are limited to actions of HELL caused by gross negligence or intent.

HELL does not warrant that the SOFTWARE will meet the customer's requirements or that the operations of the SOFTWARE will be uninterrupted or error-free or that errors in the SOFTWARE or the documentation will be corrected.

HELL shall not be responsible for defects or damage caused by or resulting from: (a) alterations, repairs, or use of parts, software, or services not provided by HELL, (b) accident, (c) abuse or negligence, or (d) failure to operate the SOFTWARE in a safe and reasonable manner or in accordance with written instructions provided by HELL.

The provisions of this paragraph 3. represent the customer's sole remedies for any breach of HELL's warranties contained in this Licence Agreement which are only given to the original customer and furthermore the express terms of this Licence Agreement are in lieu of all warranties, conditions, undertaking, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are excluded to the fullest extent permitted by law.

4. Trademark Protection

All trademarks of HELL and/or its licensers (the TRADEMARKS) may be used by the customer. This use shall be in accordance with accepted trademark practice, including identification of TRADEMARK owner's name, and inure to the sole benefit of HELL and/ or its licensers. The customer shall not impair or reduce TRADEMARK owner,s rights in or to the TRADEMARK. The customer is not granted any intellectual property right to the SOFTWARE or right of ownership in or to the TRADEMARKS.

5. General

5.1 The licence granted hereunder shall automatically terminate if the customer fails by any act or omission to comply with the terms and conditions hereof.

5.2 Upon termination of this Licence Agreement, the customer agrees to either return or to destroy and refrain from using the SOFTWARE, the media, copies and/or any modified or merged portions thereof including any copies stored on the hard disk of a computer.

5.3 The customer agrees to inform his or her employees or any other person having access to the SOFTWARE and copies thereof of the terms and conditions of this Licence Agreement and to ensure that they shall strictly abide by these terms and conditions.

5.4 Even if the customer owns the magnetic or other physical media on which the SOFTWARE is recorded or fixed, it is an express condition of this Licence Agreement that HELL and/or its licensors retain all rights and title to the SOFTWARE recorded on the original media and all subsequent copies of the SOFTWARE made by the customer regardless of the form or media in or on which the original or such other copies may exist. The Licence Agreement is not a sale of the original SOFTWARE or any copy.

5.5 The customer may be held legally responsible for any copyright infringement which is caused by, encouraged by or otherwise results from the customer,s failure to observe the terms of this Licence Agreement.

5.6 The customer shall not export or re-export the SOFTWARE without the appropriate United States foreign government licences.