

Software-Licence agreement for the „TechnoTrend budget & USB“ software

1. Preamble

By using the Software Library (ttBdaDrvApi_Dll) which is available at www.technotrend.eu, as part of the SDK, in conjunction with your application you are accepting all following contractual contents. By using this software library you enter into a legally binding contract between you as (end) user of the software (following „User“) and CityCom GmbH (following „CityCom“).

At the acceptance to all the terms of the agreement by using the Software, CityCom will give you the non-exclusive and personal right (following „Licence“) for the use of the software library accompanying this license (following „Software“).

The products for TV-reception on computers developed and distributed by CityCom/TechnoTrend are in the following referred to as TechnoTrend-Hardware.

2. Ownership

The software is the copyright work from CityCom and is hence protected by copyright regulations. This agreement does not entitle the user to an ownership of the software, but it entitles the user to use the software according to the terms of this contract. Further rights are not acquired by the user and shall remain reserved.

3. Right of use

- 3.1. According to this license the user is given the right by CityCom to use the software library in connection with TechnoTrend-Hardware. To „use“ is herewith defined as: permanent or temporary use of the software by storing, loading, running or displaying for the purpose of launching the application as well as the processing of the data included in the software. Using the software with other hardware and not with TechnoTrend-Hardware is prohibited.
- 3.2. The user is entitled to use the software for the development of applications and also the software which can be used in connection with TechnoTrend-Hardware. For this purpose, the user is permitted to take over the data of the software into the new software. The user is also permitted to use these files with the new software and disseminate them.

4. Right of reproduction

- 4.1. The user is entitled to create and keep a backup copy of the software library, if necessary for the backup of future use. This backup copy of the given software has to be identified as such.
- 4.2. Reverse engineering, decompiling or disassembling of the software library is prohibited. Excluded from this is the right of decompiling the software, if necessary for getting needed information to recreate the interoperability with other software. Company names, serial numbers and other software characteristics contained in the program must not be changed. This also applies to other notes regarding legal reservations.

5. Unauthorized Transmission

- 5.1. The user has not the right to divide his rights given by this contract or to lease, loan, rent or to otherwise transfer these rights. Also the user is not permitted to give sublicenses except it is expressly stated by this contract.
- 5.2. All kind of reproduction or any further distribution of the software outside the scopes of this license agreement is expressly prohibited and is pursued under civil law and criminal.

6. Warranty and Disclaimer

The software has been carefully produced and tested by TechnoTrend and is given free of charge to the user. It is indicated that it is not possible to develop a software to be faultlessly applicable for all conditions of use. CityCom do not ensure the suitability of the software for a certain application or configuration. CityCom assumes no liability or warranty whatsoever for faults in the software or damages might be caused by using the software. This also applies to the inability for using the software and it also includes loss of business profits, the interruption of business processes, the loss of data and also all other material or immaterial losses and consequential damages.

The total maximum liability is limited to the confines of registration fee which you might have paid for the software.

6. Final Clause

Should individual provisions of these conditions be or become invalid or voidable this shall not affect the validity of all other provisions or agreements.

Kind regards,

CityCom GmbH
Bahnhofstr. 110 83224
Grassau
Germany

www.technotrend.eu
info@technotrend.eu