



License Agreement - Magic Graphical Compression Suite v2.5

This legal document is an agreement between Henry Dpner-Meyer, the Licensee and Megasoft Co-Operation. By installing Magic Graphical Compression Suite v2.5 on a computer, you are agreeing to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the unopened package, together with all the other material which comprises the product, respectively delete all Magic Graphical Compression Suite v2.5 related files. For questions regarding this agreement please contact us.

1. Subject of agreement

The subject of this agreement is the software Magic Graphical Compression Suite v2.5, the operating manuals, online help files and all other accompanying material. It will be referred to henceforth as Magic Graphical Compression Suite v2.5.

2. Grant of license

Megasoft Co-Operation grants the Licensee a non-exclusive, non-transferable, personal and worldwide license to use one copy of Magic Graphical Compression Suite v2.5 in the development of an end-user application, as described in section 3 (below). This license is for a single developer and not for an entire company. If additional programmers wish to use Magic Graphical Compression Suite v2.5, additional copies must be licensed.

3. End-user application

An *end-user application* is a specific application program that is licensed to a person or firm for business or personal use. The files which are not listed under section 5 must not be included with the end-user application. Furthermore, the end-user must not be in a position to be able to neither modify the program, nor to create Magic Graphical Compression Suite v2.5 based programs. Likewise, the end-user must not be given the Magic Graphical Compression Suite v2.5 serial number.

4. Royalties

Server-based programs which have been created with Magic Graphical Compression Suite v2.5 may only be installed on a single server, but may be accessed by an infinite number of clients. Additional licenses are required when installing Magic Graphical Compression Suite v2.5 on more than one server.

5. Redistributable files

Magic Graphical Compression Suite v2.5 contains an additional command line registration tool for installing Magic Graphical Compression Suite v2.5 on a server. This file is not redistributable.

6. Copyright

The Software is the property of Megasoft Co-Operation. Megasoft Co-Operation reserves all rights to the publishing, duplication, processing and utilization of Magic Graphical Compression Suite v2.5. A single copy may be made exclusively for security and archiving purposes. Without the express written permission of Megasoft Co-Operation it is forbidden to:

- Alter, translate, decompile, or to disassemble Magic Graphical Compression Suite v2.5.
- Copy Magic Graphical Compression Suite v2.5's accompanying written documentation.
- Lend, hire out or lease Magic Graphical Compression Suite v2.5.

A permanent transference of Magic Graphical Compression Suite v2.5 is only permitted when the Licensee retains no copies and the recipient declares her/his acceptance of the conditions of this agreement.

7. Exclusion of warranties

Megasoft Co-Operation offers and the Licensee accepts the product 'as is'. Megasoft Co-Operation does not warrant Magic Graphical Compression Suite v2.5 will meet the Licensee's requirements, nor will operate uninterrupted, nor error free.

8. Liability

With the exception of damage caused by willful or gross negligence, neither Megasoft Co-Operation nor its distributors are responsible for any damage whatsoever which is put down to the use of Magic Graphical Compression Suite v2.5. This is valid without exception, including loss of profits, lost working time, lost company information or other financial losses. In any event the liability of Megasoft Co-Operation is limited to the purchase price.

9. Trial version limitation

If you are installing a trial version of Magic Graphical Compression Suite v2.5, it is forbidden to:

- Install the trial version on a production server.
- Distribute or sell an application with the trial version.
- Delete the additional trial text that is added to the created documents.

10. Duration of agreement

This agreement is valid for an indefinite period of time. The Licensee's rights as a user automatically expire if the conditions of this agreement are in any way violated. In this event all data storage material and all copies of Magic Graphical Compression Suite v2.5 are to be destroyed.

Signatures

Henry Dpner-Meyer

Megasoft Co-Operation