

BBS-INTERNATIONAL-SOFTWARE-LICENSE-TERMS

LEC – Computer Programme for Energy Efficiency and Certification of the Building Envelope

- for LEC
- for LEC-demo version
- for LEC-server edition

These license terms are an agreement between you and BBS-INTERNATIONAL.

Please read these license terms carefully. They apply to the software named above and if necessary for the media on which you receive it. Furthermore these terms apply to any BBS-INTERNATIONAL

- updates,
- supplements,
- internet-based services,
- support services.

By using the software you accept these terms. If you do not accept them, you are not allowed to use the software. Instead you are asked to return it to the retailer to get a refund or a credit. .If you cannot get a refund there, please contact BBS-INTERNATIONAL or its affiliate available in your country or see www.LOWENERGYCERTIFICATE.com/de/support/countries.

As described below, using the software also operates as your consent to the transmission of certain computer information during the activation, the validation and for internet-based services.

The software including all authorized copies you make of this software are intellectual property of BBS-INTERNATIONAL. The structure, the organization, and the code of the software represent valuable business secrets of BBS-INTERNATIONAL. The software is protected by law, especially by the copyright of the Federal Republic of Germany and other countries as well as by international agreements.

If you comply with these license terms, you have the rights mentioned below for each license you acquire.

1. OVERVIEW.

- a. Software. For the product named above
- b. License model. The software is licensed on a per copy per device basis.
- c. Additional license terms

2. INSTALLATION AND USER RIGHTS.

Before you use the software under a license, you assign that relevant license to one device (physical hardware system). That device is the "licensed device". A hardware partition or a blade is considered to be a separate device.

- a. You are authorized to install one copy of the software on the licensed device.
- b. Only one user may use the software at a time.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USER RIGHTS.

Icons, images and sounds.

While running the software, you are authorized to use your icons, your images, your sounds and your media but you are not allowed to share them.

4. MANDATORY ACTIVATION.

a. Activation associates the use of the software with a specific device. During activation, the installation software will send information about the software and the hardware configuration to the server of BBS-INTERNATIONAL. This information includes the version, the language and the product key of the software, the Internet protocol address of the device, as well as the information derived from the hardware configuration of the device. By using the software, you consent to the transmission of this information.

If the device is connected to the Internet, the software may automatically connect you to BBS-INTERNATIONAL for activation. If you do so, Internet and telephone service charges may apply. . If you make changes to your computer components or to your software, it could happen that you will have to reactivate the software. As long as you do not activate the software, it could be possible that the software will automatically remind you to activate it until you do so. For more information contact <http://www.LOWENERGYCERTIFICATE.com/de/support>.

b. Additional regulation for the limited use of software for a certain period of time, e.g. demo versions. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. You will not be able to continue using the software after that time if you do not activate it.

5. VALIDATION.

a. From time to time the software can be validated. The validation verifies if the software has been activated and if it is properly licensed.

b. During a validation check, the software will send information about the software and to the server of BBS-INTERNATIONAL. This information includes the version and product key of the software and the Internet protocol address of the device as well as information that can be used from the hardware configuration. BBS-INTERNATIONAL does not use the information to identify or contact you. By using the software, you consent to the transmission of this information.

c. If, after a validation check, the software is found not to be properly licensed, the functionality of the software may be affected.

For example, you may

- need to reactivate the software, or
- receive reminders to obtain a properly licensed copy of the software.

Or you may not be able to

- use or continue to use some of the features of the software or of the software in general
- obtain certain updates or upgrades from BBS-INTERNATIONAL.

d. You may only obtain updates or upgrades for the software from BBS-INTERNATIONAL or authorized sources.. For more information on obtaining updates from authorized sources see

<http://www.LOWENERGYCERTIFICATE.com/de/support>

6. INTERNET-BASED SERVICES.

BBS-INTERNATIONAL provides internet-based services with the software. BBS-INTERNATIONAL is authorized to change or to cancel these at any time.

a. Consent for internet-based services.

The software features described below and in the Data Protection Act connect over the Internet to the computer systems of BBS-INTERNATIONAL or to service providers. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. By using these features, you consent to the transmission of this information. BBS-INTERNATIONAL does not use the information to identify or to contact you.

a. Computer information.

The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operation system, name and version of the software used by you on which you have installed the software as well as information which can be derived from the hardware configuration of the device. BBS-INTERNATIONAL uses this information to make the internet-based services available to you.

b. Use of information..

BBS-INTERNATIONAL is authorized to use computer information, error reports and malware reports to improve our software and our services.

c. Misuse of internet-based services.

You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

7. SCOPE OF LICENSE.

The software is licensed, not sold. This agreement only gives you some rights to use the software.

BBS-INTERNATIONAL reserves all other rights. You may use the software only as expressly permitted in this agreement, unless applicable law gives you more rights despite this limitation. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways.

You are not authorized to

- work around any technical limitations in the software;
- reverse engineering, decompile or to disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- use components of the software to run applications not running on the software;
- make more copies of the software;
- publish the software for others to copy them;
- rent, lease or lend the software;
- use the software for commercial software hosting services.

8. BACKUP COPY.

You are authorized to make one backup copy of the media. You may use it only to reinstall the software.

9. DOCUMENTATION.

Any person that has valid access to your computer or internal network is authorized to copy and use the documentation for your internal reference purposes.

10. UPDATES..

To use update software, you must first be licensed for the software that is eligible for the update. Upon update, this agreement takes the place of the agreement for the software you updated from. After having updated, you are not authorized any more to use the software you updated from.

11. REASSIGN TO ANOTHER DEVICE.

a. The first user of the software is authorized to reassign the license to another device once. Doing so, you need to apply for activation and to give reasons for the reassignment per email under <http://www.LOWENERGYCERTIFICATE.com/de/support>. BBS INTERNATIONAL reserves the right to check the authorization to reassign and to possibly refuse it.

12. TRANSFER TO A THIRD PARTY.

a. The first user of the software is authorized to make a one time transfer of the software, and this agreement, directly to a third party. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

b. You must inform BBS-INTERNATIONAL about this transfer in order to get the permission to do this transfer.

c. Other requirements. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. The transfer must include the proof of license.

d. When transferring, the third party must ask for a new activation per email under <http://www.LOWENERGYCERTIFICATE.com/de/support>. BBS INTERNATIONAL reserves the right to check the authorization for a reassignment.

13. THIRD PARTY PROGRAMMES.

The software can contain third party programmes. The license terms with those programmes apply to your use of them.

14. EXPORT RESTRICTIONS.

The software is subject to Federal Republic of Germany export laws and regulations as well as subject to this country from which it is exported. You are obliged to comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use.

15. SUPPORT SERVICES.

BBS-INTERNATIONAL provides support services for the software as described at <http://www.LOWENERGYCERTIFICATE.com/de/support..> If you use software that is not properly licensed, you will not be entitled to receive support services.

16. ENTIRE AGREEMENT.

This agreement including the warranty, additional terms and the terms for supplement, updates, internet-based services and support services that you use, are the entire agreement for the software and support services.

17. APPLICABLE LAW.

The prevailing law of the Federal Republic of Germany or the prevailing law of the country where you acquired the software apply.

18. LEGAL EFFECT.

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

19. LIMITATION ON AND EXCLUSION OF DAMAGES.

When developing the software, BBS-INTERNATIONAL kept to the greatest care. Nonetheless, it cannot be excluded that calculation-, process- or system errors may arise. You can recover from BBS-INTERNATIONAL and its suppliers only direct damages up to the amount you paid for the software. You cannot recover any other damages, including consequential, lost profits, special indirect or incidental damages.

This limitation applies to

- anything related to the software, services, contents (including code) on third party internet sites or third party programmes

- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, other unlimited liability without fault or other tort to the extent permitted by applicable law.

It also applies even if:

- repair, replacement or a refund for the software does not fully compensate you for any losses.
- BBS-INTERNATIONAL knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages. So the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

20. WARRANTY.

a. Provided the customer did not acquire the software directly from BBS INTERNATIONAL (in this case the legal warranty claims against BBS INTERNATIONAL apply), BBS INTERNATIONAL guarantees that the software has the important qualities warranted in the written material for a limited period of 6 months from the date you obtained the license.

b. If the software does not comply with this warranty, BBS INTERNATIONAL will according to its own choice either (a) repair or replace the software, or (b) refund the amount you paid for it.

c. This warranty does not apply if the error of the software results from an accident, improper use or incorrect use. For each replacement software a warranty applies for the rest of time of the original time of warranty or for 3 months and it is important to know that the longer period of time is significant.

d. The software was developed and offered for general purposes and not for special purposes of a user.

e. The customer acknowledges that no software is flawless.

f. BBS INTERNATIONAL is not liable for the loss of data. The customer is obliged to save his or her data regularly.

g. The customer acknowledges that this current warranty is the only warranty guaranteed by BBS INTERNATIONAL with regard to the software.

ADDITIONAL LICENSE TERMS.

The following additional license terms apply to LEC -, LEC server - and LEC demo - version.

LEC demo - version

Remote access technologies.

You are not authorized to remotely access and to use the software installed on the licensed device from another device to share a session using Remote Assistance or similar technologies. A “session” means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals.

Use with virtualisation technologies.

You are not authorized to use the software installed on the licensed device within a virtual (or otherwise emulated) hardware system.

LEC - version

Remote access technologies.

You are authorized to remotely access and to use the software installed on the licensed device from another device to share a session using Remote Assistance or similar technologies. A “session” means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals.

Use with virtualisation technologies.

You are not authorized to use the software installed on the licensed device within a virtual (or otherwise emulated) hardware system.

LEC server - version

Remote access technologies.

You are authorized to remotely access and to use the software installed on the licensed device from another device to share a session using Remote Assistance or similar technologies. A “session” means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals.

Use with virtualisation technologies.

You are authorized to use the software installed on the licensed device within a virtual (or otherwise emulated) hardware system.