



AIT – End User License Agreement (EULA)

for the free TFS Tool [AIT WordToTFS](#)



YOU MAY NOT USE THE SOFTWARE UNLESS YOU AGREE TO THE FOLLOWING STATEMENTS!

1. General

This End User License Agreement ("EULA") is a legal agreement between the end user (either an individual or a legal entity) and *AIT Applied Information Technologies GmbH & Co. KG, Leitzstraße 45, 70469 Stuttgart, Germany* (hereinafter "the provider") for the Software the EULA is attached to. The Software product includes the computer Software, associated media, print outs as well as online or other electronic documentation (hereinafter „the Software product").

The copyright of this Software and its associated documentation (including all files, images and text incorporated into the Software) as well as any accompanying written materials is owned by the provider and is protected by German and international copyright laws and international treaties.

By installing, copying, downloading or otherwise using this Software, you agree with the provider to be bound by the terms and conditions of the EULA, which will govern your use of the Software. If you do not agree to the EULA, you are not entitled to install, copy or use this Software.

2. License

The provider grants, and the customer accepts, a nontransferable and nonexclusive license to use the Software on the following terms and conditions:

- a. You are **not** permitted to pass on copies of the Software **outside** your organization.
- b. You may copy the Software as many times as you want **within** your organization.

3. Other Rights and Restrictions

- a. **Distribution of the Software:** You are not entitled to add this Software to chargeable media or a web site with chargeable content or on a public Internet site or any other media free of charge without written permission.
- b. **Sale:** You are not entitled to rent, lease, sub-license, loan or execute any other kind of chargeable transfer of the Software or its associated documentation.
- c. **Protection of Copyright Statements:** You are not allowed to remove or change any copyright statements or other statements about the author or ownership from any file of the Software.
- d. **Restriction regarding reverse engineering, decompilation or disassembling:** You are not allowed to modify, alter, adapt, merge, translate, reverse engineer, decompile, or re-package the Software into another product, or to disassemble it or create derivative works, based on the whole, or any part, of the Software or its associated documentation.
- e. **Limitations of the Software:** You are not allowed to circumvent or neutralize limitations regarding the functionality or number of users of the Software, as long as these limitations are explicitly mentioned as a characteristic of the software version.

4. Terms of Use

The EULA is effective until the termination of it by destroying the Software and its documentation, together with all copies. The EULA terminates with immediate effect and without notification from



the provider, if you fail to abide the terms and conditions of this agreement in total. If you fail to adhere one of the terms or conditions, you must destroy all copies of the Software, and its documentation, including any Software stored on the hard disk of any server/computer under your control.

5. Statement of Ownership

The provider retains at all times ownership (and intellectual properties in relation to) the Software, as well as all subsequent copies thereof, regardless of form or storage medium.

The provider also retains all rights of the title and all proprietary rights to the Software, including, but not limited to, all patent, copyright, corporate secrets, and trademark.

All legal claims and intellectual properties on the content, that is accessed by the use of the software, is owned by the according provider and may be protected by copyright or other legal rights. The provider retains all rights that are not explicitly granted.

6. Limitation of Liability

The provider explicitly rejects any warranty for the Software

THE SOFTWARE, ANY INFORMATION, CODES, AND/OR EXECUTABLES PROVIDED, IS SUPPLIED AS IS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OWNER FURTHER DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON INFRINGEMENT.

THE RECIPIENT ACCEPTS ANY AND ALL RISK ASSOCIATED WITH THE USE OR PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OWNER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, OR INCIDENTAL LOSS OF BUSINESS PROFITS, SPECIAL DAMAGES ARISING FROM THE USE (OR INABILITY TO USE) THE SOFTWARE, OR FROM ERRORS OR DEFICIENCIES IN IT, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, EVEN IF THE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PROVIDER DOES NOT GUARANTEE THAT THE SOFTWARE WILL BE FREE FROM BUGS, ERRORS, OR OMISSIONS, THAT IT WILL PERFORM WITHOUT INTERRUPTION, THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

FURTHERMORE THE PROVIDER DOES NOT GUARANTEE THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OR THAT NEW RELEASES AND/OR UPGRADES OF THE SOFTWARE WILL BE PROVIDED.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE TOTAL LIABILITY OF THE PROVIDER, OR ITS EMPLOYEES, SUPPLIERS OR RESELLERS, FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, EITHER JOINTLY OR SEVERALLY, EXCEED THE AMOUNT PAID BY YOU TO THE PROVIDER OR ITS RESELLERS IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE.



DUE TO THE FACT THAT SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO THE RECIPIENT

7. Jurisdiction

- a. This agreement (the EULA) is governed by the laws of the Federal Republic of Germany. You hereby consent to personal jurisdiction of the Federal Republic of Germany, City of Stuttgart, in any action arising out of this agreement.
- b. Nothing contained herein shall be deemed to convey to you any title or ownership interest in the Software or intellectual property rights related to such Software.
- c. Any failure of the provider to enforce any of the provisions of the EULA will not be construed as a waiver of such right of the provider to enforce each and every such provision.
- d. If any provision of the EULA shall be invalid, the invalid provision shall not affect the validity or enforceability of the remaining provisions of the EULA.
- e. The EULA constitutes the entire agreement between you and the provider and supersedes any prior agreements concerning the contents of prior shipments. The provider is not bound by any provision of any purchase order or any other type of correspondence (written or verbal).

Contact

Should you have any questions concerning this EULA, or if you desire to contact AIT for any reason, please contact us directly:

AIT GmbH & Co. KG

Email info@aitgmbh.de

Internet www.aitgmbh.de

Phone +49 711 49066 430

Fax +49 711 49066 440

Postal address:
Leitzstraße 45
70469 Stuttgart
GERMANY
Amtsgericht Stuttgart
HRA 725452

General Partner:
AIT Verwaltungs GmbH
Amtsgericht Stuttgart
HRB 734136

CEO: Lars Roith
IBAN: DE80 61191310 0664310001
SWIFT: GENODES1VBP