

License Agreement for the usage of the Race Management Software VelumNG

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. BY USING VELUMNG, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, RETURN THE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND.

1. The parties to this license are

- Schnitzler & Wegmann (in the following called "S&W") are the authors of the windows-based computer program named "VelumNG" for the management and the calculations of yacht races based on different scoring systems like the IMS-, ORC-Club-, Dansk-Handicap-, Yardstick- or Class-System. S&W is owner of the copyright of this software package
- and the authorized user (in the following called "user").
The user shall be a Sailing-Club or the name of a single Regatta event or a single person.
The user must be sole executive of the regatta event.

2. Object of License.

This license applies to the usage of VelumNG in accordance to the documentation published by S&W for which the *user* has paid the appropriate fee. The VelumNG is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The VelumNG is licensed, not sold.

Depending upon the standards in developing software S&W can't warrant VelumNG to be free of errors or that *user* will be able to operate the VelumNG without problems or interruptions. S&W can't warrant any compatibility of VelumNG to other software products.

Anyhow, VelumNG is provided AS IS. VelumNG substantially conforms to its published specifications. S&W grant to *user* a nonexclusive and nontransferable license to use the VelumNG-Software in object code form.

3. Limits of Usage.

S&W grants to *user*, and *user* accepts, a limited, non-exclusive and revocable license to use VelumNG-Software, in machine-readable object code form only. *User* agrees to use VelumNG only as authorized in this License Agreement. This License Agreement does not convey to *user* any ownership rights or any other interest in the VelumNG.

The usage of VelumNG is limited for the *user's* own sailing regattas, which are organized by himself. VelumNG may not be made available to any other organizing authority, even if the sailing event is to be organized under the auspices of the *user* who purchased the license. If the event is a coalition of different users, all parties involved must own a licence themselves

The *user* is not allowed to use his licence by order of a club that does not own a licence itself.

user may not:

- remove the name of the user which is published in the licence text on each printed output of the VelumNG software.
- copy or modify, in whole or in part, VelumNG or documentation
- reverse compile or reverse assemble all or any portion of the VelumNG;
- rent, lease, distribute, sell, or create derivative works of the VelumNG.

user agrees:

- that aspects of the licensed materials, including the specific design and structure of VelumNG, constitute trade secrets and/or copyrighted material of S&W.
- not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of S&W.
- to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to VelumNG and documentation shall remain solely with S&W.

4. Warranty.

S&W warrant that for a period of ninety (90) days from the date of shipment from S&W:

- the VelumNG substantially conforms to its published specifications.
If user detects malfunctions or other severe errors he must notify S&W of this situation.
- This limited warranty extends only to user as the original licensee.
User's exclusive remedy and the entire liability of S&W under this limited warranty will be, at S&W repair, replacement, or refund of the VelumNG if reported (or, upon request, returned) to the party supplying the VelumNG to user.

This warranty does not apply if the VelumNG has been altered, except by S&W, or has not been installed, operated, repaired, or maintained in accordance with instructions supplied by S&W.

5. Disclaimer.

Except as specified in this warranty, all express or implied conditions, representations, and warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose are hereby excluded to the extent allowed by applicable law.

In no event will S&W be liable for any lost revenue, profit, or data, or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory of liability arising out of the use of or inability to use the VelumNG even if S&W or its suppliers have been advised of the possibility of such damages.

In no event shall or its suppliers liability to *user*, whether in contract, tort (including negligence), or otherwise, exceed the price paid by *user*.

The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose.

The above warranty DOES NOT apply to any beta VelumNG, any VelumNG made available for testing or demonstration purposes, any temporary VelumNG modules or any VelumNG for which S&W does not receive a license fee. All such VelumNG products are provided AS IS without any warranty whatsoever.

6. Changes and Updates.

S&W is authorized to realize changes and updates on its own decision. S&W is not obliged to make these available to users which have not paid the update fee.

7. Validity of License.

This License is effective until terminated by S&W or by the *user*. *User* may terminate this License at any time by destroying all copies of VelumNG including any documentation. This License will terminate immediately without notice from S&W if *user* fails to comply with any provision of this License. Upon termination, *user* must destroy all copies of VelumNG.

8. Final remarks.

Please send all information and problem reports etc. via email to info@velumng.com

Dr. Harald Schnitzler
Im Schaber 13
CH-9450 Lüchingen
Switzerland
phone +41 71 7550994
fax +41 71 7550994

Markus Wegmann
Ettaler-Str. 5b
D-86199 Augsburg
Germany
phone +49 821 6503010
fax +49 821 6503011