

Terms of License and Liability Limitations

CMC, Commercial Movie Calculator

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from CMC version February 2015

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The use of this program is only permitted if the buyer confirms that he agrees to the following terms of license and liability exclusion.

1. The buyer is granted by CMC the right to use the calculation program for a term of three years. This license period begins with the day of delivery of the license key and ends three years after its beginning. The program must be used within an office of the buyer by as many persons in this office employed by the buyer as desired. The right of utilization granted to the buyer is not transferable to third parties. Should the buyer have several offices, a separate license must be purchased for each office.
2. Within the above 1. mentioned license-period the buyer will be provided with updates at no additional expenses.
3. All other rights remain with CMC
4. Should the license holder infringe upon these terms of license, CMC can cancel the license agreement without previous notice, and further use of the program is forbidden. CMC reserves the right to assert further claims. Should the license holder violate against 1. meaning the use of CMC without license then CMC can ask a contractual penalty of 300% of the 3 years license fee.
5. CMC meticulously programmed the calculation program. However, with use of this complex program, it cannot be excluded that programming errors have nevertheless slipped in. A liability for programming errors in the calculation program or any updates is thus only assumed in the following scope:

The buyer is obligated to inspect the calculation program and any updates directly after receipt. Any defects that are determined by CMC must be immediately reported in writing to CMC, at the latest within a week after receipt of the program. Section 377 of the German Commercial Code applies. Should the program not run correctly, especially should it contain erroneous arithmetic operations, the buyer has the right to either request delivery of another program free of defects or to withdraw from the purchase contract.

6. In addition, CMC is only liable in cases of premeditation or gross negligence. These liability limitations are not applicable for the violation of cardinal obligations and the injury to life, limb or health or for possible claims from the Product Liability Act.

7. In any case, the liability of CMC for programming errors, especially for errors in arithmetic operations, is limited to the purchase price of the calculation program; liability for additional damages, especially for financial damages, is excluded. These liability limitations are not applicable in cases of premeditation or injury to life, limb or health, or for possible claims from the Product Liability Act.

I have taken note of and agree to the preceding license terms, including the liability limitations: