

Terms of Use for CABAReT® Stage (End User License Agreement - EULA)

Please read this “End User License Agreement (EULA) for private, non-commercial use” thoroughly. If you install and/or use the software CABAReT® Stage in part or in whole, then you accept the terms of this agreement unreservedly.

If you do not accept the terms and conditions of this End User License Agreement, then you may not use this software!

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§ 1. Definitions

The term “**Software**” describes all components including (but not limited to) the entire content of all data files and data mediums, their accompanying materials or data in written form (“documentation data”), software libraries, third-party components (i.e. fonts, graphics, clip arts, icons, etc.), and all upgrades, modified versions, updates, supplements, as well as copies of the from Cabaret Solutions AG licensed software. The term “**Use**” refers to accessing, installing, downloading, copying or other utilization of the functions of the software in accordance with the documentation. “**Permissible number**” means one (1), in so far as this is not otherwise set by a valid, issued by Cabaret Solutions AG license (i.e. “Multiple License”, “Volume License”).

“**CABAReT**” stands for Cabaraet Solutions AG, an incorporated company as defined by the Swiss Bond Law, located in Pratteln/BL, Switzerland.

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- (2) If you use the software non-commercially, but plan to use the software in a commercial way, then you must switch to a commercial version of the software (See § 3).
- (3) Furthermore, the terms (5) to (9) (inclusive) of § 3 apply.

The for private, non-commercial use, free version of this software includes almost all of the functions included in the commercial version, however, some functions have been implemented, which may generate watermarks in the documents. When these functions are used an information dialog will appear.

§ 3. Application and Use of Software License for Commercial Use

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- (1) You may install and use the software on compatible computers up to the allowed number; or install an allowed number of copies of the program on the allowed number of data servers of a computer within your internal network, in order to download and install the software on computers up to the allowed number of computer on that same internal network.
- (2) You may install the software on up to the allowed number of data servers of a computer within the same internal network, to the purpose of using the software by means of commands, data, or

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- (5) Editing, modifying, or translating the software is not allowed. This includes, but is not limited to, adding and/or removing data files, components, plug-ins, etc. You are committed not to decompile, to disassemble, or to "Reverse Engineer" the software or to attempt in any other way to ascertain the source code of the software
- (6) You may integrate or use CABAReT with other software or expansions with other computers, whose goal is a program-technical connection, in so far as you only use API's documented and released for this purpose by Cabaret Solutions AG.
- (7) You are not entitled to copy, reproduce, distribute, or share the software, its data files, data mediums, and documentation, with the exception of the back-up copy covered in (4).
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- (10) You may not rent, lend, sell, under license, cede, assign, or confer the rights of the software, or approve the copying of the software in part or in whole onto another users or other legal persons computer, with the exception of the case allowed here. You may confer all yours right of use of the software to another natural or legal person under the condition that (a) you confer (i) this agreement and the (ii) serial number(s) of the software and additional software or hardware which was delivered, packaged, or pre-installed with the software, including all copies, upgrades, updates, and earlier versions on this natural or legal person, (b) you withhold no upgrades, updates, and copies, including back-up copies and other copies that are saved on a computer and (c) the recipient accepts the terms and conditions of this agreement as well as additional terms and conditions, after they have acquired a working software license.

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§ 7. General Terms and Conditions

Should a part of this agreement be found to be invalid or not enforceable, the validity and enforceability of the rest of this agreement will not be affected. This agreement may not impair the legal rights of any party, which acts as a consumer. A change to this present agreement is only valid in written form, which has been signed by an authorized representative of Cabaret Solutions AG. Updates released by Cabaret Solutions AG may include additional and/or changed terms and conditions. This is the complete agreement between you and Cabaret Solutions AG regarding the software. It replaces all previous declarations, talks, confirmations, impartations, or advertisements with regards to the software.

§ 8. Fulfilment of the License Agreement

Companies and organizations are here with bound, upon request by Cabaret Solutions AG or an authorized representative of Cabaret Solutions AG, to completely document and confirm within thirty (30) days the application of each software at the time of the request is being conducted in accordance with the terms and agreements of a valid Cabaret Solutions AG license.

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The following terms and conditions apply when you are using, with this license, a non-saleable test version, e.g. alpha/beta-software, of the product. If a term or condition included in this paragraph contradicts one stated in a previous paragraph, then the term or condition stated in this paragraph is the applicable one, in so far as alpha/beta-software versions are concerned. You accept that the software is a test version and not a representation of the final product from Cabaret Solutions AG in which errors and function faults as well as other problems may occur, which could lead to system

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