



Software Terms of Use

“Mega Application Tool (MAT)”

Software by *MEGA-Line RACING ELECTRONIC GmbH*

© Copyright 2020 by

MEGA-Line RACING ELECTRONIC GmbH
Hauersdorfer Str. 3
D - 93342 Saal an der Donau
info@mega-line.de | www.mega-line.de

Prologue

This document describes the terms of use for the *MEGA-Line RACING ELECTRONIC GmbH* software.

Neither the author of the document nor *MEGA-Line RACING ELECTRONIC GmbH* can be held responsible/made liable for any damages to used devices/PCs or other equipment, as well as damages which concern the user and third party directly which may result from using the document and/or errors in the document.

In case of questions about this document, the use of MAT or handling of possible devices by *MEGA-Line RACING ELECTRONIC GmbH*, the user can contact the company's own support team using the following contact details:

Phone: +49 9441 6866-0

Email: support@mega-line.de

Document history

Version	Description	Date	Author
v001	Release of first version	30/04/2020	Christian Schmidt

Table of contents

Prologue.....	2
Document history	2
Table of contents.....	3
1. Licensor and Licensee	4
2. Object of the terms of use	4
3. Time limitation for the terms of use.....	4
4. Extents of use	4
5. Specific restrictions for the use of the software.....	5
6. Assumption of ownership	5
7. Transfer of rights of use.....	5
8. Change and duplication of software.....	5
9. Violation of the terms of use	6
10. Warranty and liability.....	6
11. Data protection	6
12. Data logging the Licensee's usage behaviour	7
13. Trial versions	7
14. Other provisions.....	7

1. Licensor and Licensee

The following lists the conditions for using the MEGA Application Tool Software by MEGA-Line RACING ELECTRONIC GmbH based in D-93342 Saal a.d. Donau, in the following referred to as MEGA-Line or Licensor.

The MAT Software is an application program to configure acquired MEGA Line components. For communication with relevant specific components, the relevant device/component firmware beyond this tool is also necessary. The firmware is not part of these terms of use.

Furthermore, MAT in its basic version is generally a software provided for free, for which, however, a fee-based licensing is offered for special, further features.

Certain areas of these terms of use possibly refer to these licences only; these parts are marked accordingly.

The person and/or company buying and/or using the software from the Licensor is referred to as Licensee below. The term Licensee also includes groups of people who are legally not the same as a company.

With the use of the software, the Licensee explicitly agrees with these terms of use.

2. Object of the terms of use

The object of the terms of use is the computer program "MEGA Application Tool", the program description and the user manual as well as any other accompanying material supplied/provided by the Licensor on data media (CD, DVD or similar) or via the internet. These documents and files are hereinafter also referred to as software or MAT.

Furthermore, the terms of use include software licenses to activate additional MAT features. These are generally included in the above-mentioned "software" term. Should this be addressed explicitly, then the terms licence or licences are used.

The Licensor specifically points out that it is impossible to create a software using the current state of the art that will work without fault in all possible applications and combinations. The object of the agreement is thus only a product which can generally be used within the framework of the operating instructions.

3. Time limitation for the terms of use

These terms of use apply for an indefinite time period. The Licensee's right to use the software automatically expires when they violate any part of the terms of use.

4. Extents of use

The Licensor grants the Licensee the simple, non-exclusive right to use the software.

In general, the Licensee may install and use the software on any number of terminals or make backup copies.

Licences, however, are personalised and linked to the relevant terminal, a reproduction of these is not permitted.

5. Specific restrictions for the use of the software

The Licensee is prohibited to:

- a) Edit, decompile, copy or disassemble any components of the software or parts of it in any manner. Furthermore, the user is not allowed to further develop the software or to create source code from it.
- b) To create any works derived from the software.
- c) To sell, lease, rent or sub-license the software or licenses either against a fee or for free.
- d) To charge licensing fees to third parties for the software.

6. Assumption of ownership

The Licensee is granted/procures only the ownership of the possibly used, physical data media (USB stick, CD, DVD or similar) which is used to supply the software. A right to the software itself is explicitly not connected with the purchase. All rights to the software remain the property of the Licensor.

7. Transfer of rights of use

The right to transfer rights of use for the basic version of software is generally available. A transfer of licences across terminals is explicitly excluded due to the license being linked to the terminal.

8. Change and duplication of software

The software with all related written documents is protected by copyright law and must neither be changed nor be used in parts as a software component or with other products by the Licensee or third parties.

The basic version of Mega Application Tool software is a software provided free of charge, i.e. the Licensee is allowed to install the software on any number of terminals.

Duplication should generally technically not be possible for the fee-based licences. In any case, duplication of licences is explicitly not permitted.

Only the program description and the user manual are exempt from the change or use in documents by the Licensee or third parties. These can be used in full or in parts by the Licensee for documentation purposes for their end client. In this case, the Licensor's copyright notice has to be applied. Only an abbreviation or the use of individual chapters is permitted as change.

9. Violation of the terms of use

In case of damage due to violation of these terms of use, specifically the copyright law, the Licensee is liable to the full extent.

Furthermore, the Licensor reserves the right to revoke licences in case of any violation of these terms of use. A right of the Licensee for damages, in this case, is explicitly excluded.

10. Warranty and liability

The Licensor warrants to the original Licensee that at the time of delivery or acceptance of the software, it is without fault under normal operating conditions and during normal use.

For the reasons mentioned in Chapter 2 section 3, the Licensor assumes no liability that the software is completely free of errors. In particular, the Licensor does not warrant that the software meets the requirements of the Licensee or works with other selected programs or computers.

Furthermore, the Licensor reserves the right to change or remove features and/or components of the software, even if these changes affect parts of paid licenses. Any claim for possible damages by the Licensee from it is explicitly excluded.

If the software cannot generally be used within the scope of chapter 1, then the Licensee shall have the right to withdraw from the contract. The parties agree that this resignation does not constitute any rights to damages or similar.

The Licensor undertakes to remove at his own expense any errors on the licensed software functionalities which limit the intended use significantly, and this as chosen by the Licensor either by supplying an improved program version or with an instruction to remove or circumvent the error effect.

The Licensee reports in writing all occurring faults as soon as possible to the Licensor and grants the Licensor the time and opportunity to remedy the fault.

The Licensor shall not be liable for any damages unless the damage has been caused intentionally or by gross negligence. The burden of proof for the existence of gross negligence shall be the responsibility of the injured party/Licensee. Liability for consequential damages is excluded.

11. Data protection

The Licensor reserves the right to collect information about the Licensee e.g. for licensing purposes and, if applicable, necessary related commercial purposes or similar. Information with regards to the use and protection of personal data can be found in the Licensor's data protection directives (<http://www.mega-line.de/index.php/company/dataprivacy>).

If the Licensee's software was licensed by a third party supplier, then the latter can also collect information about the user, which may be explained in the data protection directive of the third party. The Licensor assumes no responsibility for the handling of data by third parties.

12. Data logging the Licensee's usage behaviour

The Licensee's usage behaviour is neither logged by the software nor will the Licensor receive any information about the usage behaviour in any form. For analysis and support purposes, the Licensee can actively provide the Licensor with logs of the software's internal processes in the form of so-called logfiles. These are anonymous and do not contain any private data of the Licensee. The logfiles include only the date, time and a chronological history of the software's system routines and, if necessary, of the operating system or any hardware connected to it.

This data is only required to analyse the software itself and/or if required by the Licensee, used to analyse the software behaviour when used by the Licensee.

13. Trial versions

Possible use of software trial versions or so-called beta releases by the Licensee is always voluntary and only by invitation by the Licensor. The Licensee is explicitly not legally entitled to take part.

In case of software trial versions/beta releases use, the Licensee is aware that these may contain errors, which may limit the use or even make the use impossible. In this case, the Licensee has no right to demand the removal of these errors or to derive any other claims of any kind.

Any feedback or suggestions for improvement, which the Licensee provides to the Licensor is done free of charge and any claims concerning the intellectual property rights of the Licensee are assigned to the Licensor.

14. Other provisions

Should individual parts of these terms of use become or be invalid, then this does not affect the validity of the remaining provisions. Regulations shall then apply which are closest to the original meaning of the invalid provision.