LICENCE AGREEMENT

for Poseidon (TM) for UML (TM), Release 2.1.2 (hereinafter referred to as "Software")

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- a) Gentleware grants to you, subject to the following terms and conditions, a limited non-exclusive and non-transferable right to use the Software.
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- d) You must not reverse engineer, decompile, disassemble, modify or translate the Software or make any attempt to discover the source code of the Software or create derivative works from the Software.
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- b) You may obtain e-mail support as justified in volume and quality by the amount you paid for the Software by sending an e-mail with your questions regarding the Software to the e-mail address support@gentleware.com <mailto:support@gentleware.com>. You are not entitled to other support services, unless an additional support agreement has been entered into by the parties.

3. Warranty

a) For 90 days from the date of purchase, Gentleware warrants that the Software will substantially conform to the applicable user documentation and, if the software is purchased on magnetic media, that the magnetic

media is free from defects in materials and workmanship. Gentleware will, at its option, refund the amount you paid for the Software or provide you with corrected items at no charge provided that the defective item(s) is returned to Gentleware within 90 days from the date of purchase. Any misuse or unauthorized modification of the Software will void this limited warranty.

b) Except as specifically provided herein, Gentleware makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Software, user documentation or related technical support, including their quality, performance, merchantability or fitness for a particular purpose.

4. Liability

a) Gentleware is only liable if acting with intent or gross negligence, unless the damage is caused by the deficiency of guaranteed quality (if any) or related to essential contractual obligations of Gentleware. In no event will Gentleware be liable for indirect, special, incidental, tort, economic, cover or consequential damages arising out of the use of or inability to use the Software. Gentleware will not be liable for any loss of profits, business, goodwill, data or computer programs.
b) In no event will Gentleware's liability exceed the amount paid by you for the Software under this agreement.

5. Term and Termination

- a) This agreement is effective from the date you install the Software and will remain in force for indefinite time.
- b) If you fail to comply with the terms and conditions of this agreement, Gentleware may terminate this agreement and your right and licence to use the Software.
- c) You may terminate this agreement at any time by destroying the documentation and the Software together with all copies.
- d) You agree to destroy the original and all copies of the Software and documentation upon termination of this agreement.

6. General

- a) If any provision in this agreement is held invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability and the other provisions of this agreement shall remain unaffected.
- b) This licence agreement will be governed by and interpreted in accordance with the laws of Germany. This agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods.
- c) Exclusive place of jurisdiction is Hamburg, Germany

SYSTEM REQUIREMENTS

Poseidon for UML is written entirely in Java and therefore is platform independent. It runs on almost any modern personal computer. To successfully start and run Poseidon for UML you need the following:

Java Runtime Environment or Java Development Kit. JDK 1.4 or higher is required for Linux, Mac OS X, and Windows Platforms. Poseidon for UML will not run with JDK 1.2 or older.

A computer with reasonable memory and CPU power. For memory, 256 MB is recommended, more is helpful. For CPU, a Pentium III or equivalent is recommended.

A specific operating system is not required. Poseidon for UML is known to run on Windows 98, 2000, NT, and XP, on Linux SuSe 6.X, 7.X, Red Hat, and MacOS X. It has been mostly developed and tested on Linux. However, on Windows platforms performance is known to be superior due to a faster Java environment.