

End User License Agreement

Software: Veeh-Noten®
Version: 4.0

Hereinafter referred to as 'Veeh-Noten®'

Hermann Veeh GmbH & Co.KG
Ochsenfurter Str. 32b
97258 Hemmersheim
Germany

Hereinafter referred to as 'Veeh & Co.'

Veeh & Co. is willing to grant you a license for the Veeh-Noten® software described below only on the condition that you accept all the terms listed in this Agreement. By installing the software you agree to our Terms and Conditions. If you accept the terms, at the end of the contract click on the 'Accept' button. Should you choose not to accept all the conditions, choose the 'Reject' button, which will terminate the installation.

1. Definition

Veeh-Noten® software is a music notation program. Veeh-Noten® was developed for the purpose of individually creating sheet music for the Veeh-Harfe® (Veeh harp) musical instrument, as well as for the sheet music in the Veeh notation system for piano. The intention is to enable users of the Veeh-Harfe® to compile a wider assortment of sheet music according to their individual musical taste.

2. User License

Subject to the terms of this Agreement, the Veeh & Co. grants the user a non-exclusive and non-transferable, limited license for the sole purpose of writing sheet music for the Veeh-Harfe®, or piano for private or institutional use. The license fee is included in the purchase price. The legal acquisition of a license to use the software permits the use of Veeh-Noten® on a single computer only. If you would like to use Veeh-Noten® on a different computer, prior to the installation on the other computer the software must be deactivated and removed from the computer on which it was originally installed. For data backup, a copy may be created. The provision and installation of a functioning hardware and software environment for Veeh-Noten® is entirely the responsibility of the user. Regular backups of the data on your computer are highly recommended. The user is solely responsible for ensuring that when creating sheet music no third-party copyrights are affected.

3. Restrictions

The software is copyrighted material. The ownership of the software, including the sound files used and all related intellectual property rights remain with the property of Veeh & Co. Copying of the software, modification of it, reconstruction or decompilation of it is strictly prohibited. Under this contract, a right of use is granted only in accordance with section 2 above. This contract shall not be taken as to confer any right, ownership right or entitlement whatsoever in any Veeh & Co. trademark, service mark, logo, trade name or similar.

In particular, the release of sheet music under the name Veeh-Noten[®], Veeh-Harfe[®], or phonetically similar names affecting Veeh & Co.'s trademarks, is strictly prohibited.

4. Commercial Use

We reserve all rights to forbid or to prevent any unauthorised use of Veeh-Noten[®], in particular claims for injunctive relief and damages. An unauthorised use may lead to criminal prosecution in accordance with the applicable laws. The acquisition of Veeh-Noten[®] does not authorise the use of the software for the purpose of commercial sale of sheet music created with Veeh-Noten[®]. The commercial sale of sheet music created with Veeh-Noten[®] is only permitted on an exceptional basis with the prior written consent of Veeh & Co., which is subject to separate license fees.

5. Exclusion of warranty

a) Veeh & Co. ensures that the software, at the time of shipment, is not subject to errors that nullify or diminish usability for its intended use. Insignificant reductions of value or suitability shall not be taken into account.

b) The customer must check the goods upon receipt of delivery for completeness or possible defects. In the case of obvious abnormality, the defect shall be shown to Veeh & Co. within two weeks, or immediately upon receipt if the user is an enterprise, in writing or by e-mail to Veeh & Co. address as specified at the beginning of the End User License Agreement. An obvious defect shall be deemed to exist when it is noticeable to the average end user without great investigative effort.

c) In the case of hidden defects, the notification must be made immediately upon discovery of the hidden defect within the warranty period. To meet any deadline timely despatch of the notification is sufficient.

d) This regulation does not represent a limitation period for warranty claims on the part of the user, it only invalidates the right to compensation if the customer fails to comply with the notification obligation.

e) Merchants shall be subject to the provisions of § 377 HGB (German Commercial Code). If outwardly visible damage is noted on a parcel / cargo that suggests that the contents of the shipment may have been damaged, manipulated or removed, the business customer agrees to issue a written note to the carrier at handover of the goods or to refuse acceptance of the goods for the above reasons.

f) The warranty period is 2 years, 1 year for business transactions. It shall commence with receipt of the goods by the customer.

g) Under warranty, the customer may first choose to demand supplementary performance in the form of a removal of the defect or delivery of conforming goods. If the supplementary performance fails, the customer is entitled to reduce the purchase price or rescind the contract. If the defect cannot be remedied within a reasonable period or if the supplementary performance fails for other reasons, the customer may demand, at his own discretion, a reduction in price, rescission and compensation for damages or for his expenses incurred in vain. Compensation for damages or for expenses shall be governed by section 5 of this Agreement. Rescission of the contract does not preclude the right to compensation for damage.

h) In case of supplementary performance by way of a replacement delivery, the customer is obliged to return the original goods within 30 days after delivery of the replacement to Veeh & Co. or, in case the goods which cannot be shipped by parcel, must prepare the goods for collection by Veeh & Co. within this time.

i) A warranty cannot be given for defects that are caused by the improper use of or an above-average use of the goods by the customer. In the same way, no warranty is given for the normal wear and tear of parts.

j) Where Veeh & Co. replaces any goods under warranty, it is agreed that title in the goods to be exchanged shall pass from the customer to Veeh & Co. or vice versa at the moment when Veeh & Co. receives the goods returned by the customer, or when the customer receives the replacement delivery from Veeh & Co. respectively.

6. Limitation of Liability

Veeh & Co. shall be liable for intent and gross negligence irrespective of the legal grounds of the liability, and for personal injury, and also for claims resulting from product liability law. This also applies to sub-contractors and legal representatives of Veeh & Co.

Moreover, the liability of Veeh & Co. is excluded for minimal negligence, except for the breach of contractual obligations or injury to life, limb or health. A claim for damages for breach of fundamental contractual obligations is limited to typical, foreseeable damage. The same applies to the liability of sub-contractors and legal representatives of Veeh & Co.

7. Software Activation

For the full use of the software, activation is necessary. You will need an Internet connection for this. In addition to the serial number of the programme, data about the hardware (processor of your computer) will be transferred in encrypted form to us. No personal data, and no data relating software installed on your PC or your files will be transmitted.

8. Software Update

You acknowledge that, when installing programme extensions or updated versions of the Veeh-Noten[®] software, you must also accept any updated terms and conditions in order to carry out such an installation. If the programme extensions or updated versions do not include any additional terms and conditions at installation, the software extensions and updates are considered part of Veeh-Noten[®] Software and subject to the terms and conditions of this Agreement.

9. Termination

This Agreement is valid until its termination. You may terminate this Agreement at any time by deactivating and uninstalling the software on your computer as well as by destroying the media containing the Software and all copies. This Agreement will terminate immediately without notice from Veeh & Co. if there is any breach of paragraph 2 or 3 of this Agreement. This Agreement may be terminated without notice by any parties when the software is the subject of a claim for infringement of any intellectual property or if one of the Parties considers that the assertion of such a claim is to be expected. Upon termination, all media containing the software and all copies of the software must be destroyed.

10. Trademarks and Logos

You acknowledge and agree with Veeh & Co. that the trademarks Veeh-Harfe[®], Veeh-Noten[®], and the Original Veeh-Harfe logo are the property of Johanna Veeh-Krauß and are used under license by Veeh & Co. Any use of the aforementioned trademarks or the logo is permissible only upon prior approval by Veeh & Co. and for the benefit and in the interests of Veeh & Co.

11. Governing Law and Jurisdiction

German law shall apply to any contractual relations between the parties, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods. For merchant customers, the sole place of jurisdiction for all disputes arising from this contract shall be the headquarters of Veeh & Co.

As for the rest, our general terms and conditions apply, which are available on www.veeh-harfe.de/AGB.

12. Severability Clause

If any provision of this Agreement is or becomes totally or partially ineffective, this shall in no way affect the validity of any of the remaining provisions or the contract as a whole.

For any questions, please contact:

Hermann Veeh GmbH & Co.KG
Ochsenfurter Str. 32b, 97258 Hemmersheim, Germany
www.hermann-veeh.de

Information about third party licenses used in the software

1. SharpDX

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2. PDFsharp

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3. NewtonSoft.Json

The MIT License (MIT)

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4. BouncyCastle

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(<http://www.bouncycastle.org>)

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5. Base32

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