



License agreement

For the shareware "Red Dragon -
calculation program for the board game of Mah-Jong"

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Management consultancy | IT-Services
All rights reserved.

Please read the following conditions of the license carefully before installation or distribution. The use, distribution, copying or installation of this software relies on agreement to the conditions of this license. If you do not agree with any part of the licensing conditions, you may not install, use, copy or distribute this software.

Producer and owner of the software rights is Mr. Stephan Hilchenbach.

1. Object of the agreement

- 1.1. The object of the agreement is the right of use of the computer program „Red Dragon“ as a calculation program for the board game of Mah-Jong, as well as the documentation to the program (user instructions / helpline / handbook). The object is from henceforth known as the "software".
- 1.2. Written agreement is required before the acquisition of ownership of the software or of any further rights thereto.
- 1.3. The following conditions do not apply for additional services such as installation, integration or adaption of the software to individual requirements.

2. Limitations of use

- 2.1. The use of the software is prohibited on computers or systems with administrative, time-dependent and/or control and supervisory functions where life, physical capability, health or the support thereof may be affected.
- 2.2. Furthermore, the private or commercial use of the software is prohibited in games played for money, material or personal gain, especially in situations conducive to compulsive behaviour patterns.

3. Extent of the license

3.1. Demonstration (unregistered) version

- I. The user is granted the right to use an unregistered, functionally limited form of the software for test purposes free of charge. There is no time limit for this test period.
- II. The installation of the demo software on one or more PCs or networks and its further distribution remain unlimited.
- III. It is not permitted to distribute the software or copies thereof
 - for service charge or donation
 - for rent.
- IV. The software may not be altered, analysed or decompiled in any way by the present user or third person.
The distribution together with other products on all forms of data medium requires my written agreement. I retain the right to revoke the distribution of the software at any time and without given reason.

3.2. Complete version

- I. It is necessary to buy a license in order to unlock the full functionality of the software. The license fee of 14.99 EUR (incl. VAT) is to be paid to Stephan Hilchenbach. The current price may be subject to variation. The conditional right to use the full version of the software is given only after complete payment of the fee. An authorised registration key will be promptly delivered to release the blocked functions.



- II. The right of use is personal and non-transferable. As a license owner
- you may only unblock the full version with your own authorised registration key
 - you are required to keep the key confidential and safeguard its storage
 - you may only use the full version on a maximum of two of your personally owned computers.

A Red Dragon license is valid for all subsequent minor releases. An additional license fee may be applicable for future major releases.

- III. It is not permitted to distribute the software or copies thereof
- for service charge or donation
 - for rent.

The software may not be altered, analysed or decompiled in any way by the present user or third person.

As licensee you are responsible for all damages that may arise from violations of the licensing agreement.

IV. All additional user rights not specifically granted in this agreement belong exclusively to Stephan Hilchenbach. I retain the right to revoke the distribution of the software at any time and without given reason.

Furthermore I reserve the right to sell the ownership of the software to a third party. In this case all of my previous rights and obligations in this agreement become the rights and obligations of the new owner.

4. Reproduction

- 4.1. The software as well as all pertinent written material are owned by me, and are protected through copyright laws, international covenants and further national rights. The copyright qualifiers and registration numbers contained in the software may not be altered or removed. A reproduction of complementary documentation or additional relevant material is not allowed.
- 4.2. The program documentation is available for any eventuality as online help. A printout of the documentation is permissible only for personal use.

5. Full version warranty

Only registered licensees are guaranteed the following warranty.

- 5.1. The software will be delivered without defect. Minor irregularities may be considered unimportant. Please note: Given the current state of technology we cannot guarantee that the software will be compatible with all application conditions.
- 5.2. The software is checked for viruses using a current virus protection program before availability. This also applies for updates. All security scans have found no evidence that the software itself contains potentially insecure functions.
- 5.3. Amendments and extensions to the contract may be made in extenuating circumstances after written permission. However, amendments afford no guarantee of quality or durability maintenance according to German national law § 443 BGB.
- 5.4. Please note: No guarantee is given that the software will function without interruption or fault when used in combination with other applications and/or software.
- 5.5. The warranty claim does not extend to the software which has been changed in any way by design or accident by the user. Furthermore, the warranty does not cover faults occurring due to inappropriate use of the software or inadequate system environments.
- 5.6. The warranty claim applies only on the condition that identified faults are reproducible. Screenshots or other suitably verifiable documentation is acceptable as evidence.
- 5.7. Unless another form of communication has been granted, the user should report any faults in written form or using a form available at www.mahjongcalculation.com. These guidelines will help you to help us confirm the fault and identify its origins.



- 5.8. The warranty lasts 12 months from the reception of the full version registration key, insofar that no other conditions have been agreed or are legally required. The duration of the warranty remains fixed, even in the unlikely event of consequent programming repairs.

The duration of the warranty may be extended only under the following conditions:

Any eventual faults must be reported as described in 5.7. within the normal 12 months warranty. Following my agreement with the user the warranty will be held in temporary suspension while the fault is checked and if necessary corrected. This suspension remains valid until the results of the checking process are communicated to the user and any necessary changes deemed completed.

If the owner is unable to provide a resolution to the given fault within a reasonable time period, the user has the right to withdraw from the contract or to request partial restitution of the license fee.

5.9. Repair services

I. As long as no previous agreement with the user exists, the owner may choose to resolve given faults in any of the following ways:

- a) Immediate error correction
- b) Provision of alternative solutions for error avoidance
- c) Replacement of product

Error correction may also include the supply of printable user instructions as necessary.

II. The owner may fulfill his obligation to error correction by providing the user with a new version of the product. However, the replacement software remains under the original warranty duration. Alternative software deemed as a reasonable replacement may be supplied as a temporary solution if the new version is not immediately available.

III. The warranty applies to the last accepted version of the software. The user is obliged to accept any new version which serves to eliminate or negate a reported fault. The user is not obliged to accept the new version if this software deviates from the previously declared product definition. If the user refuses to accept the new version on this basis, in lieu of correction his rights with respect to paragraph 5.9 IV remain unchanged.

IV. If the error correction is not completed within a reasonable period of time, the user has the right to grant an additional respite. At the end of this given time, the user may withdraw from the contract or request partial restitution of the license fee. Furthermore, should legal conditions apply, the user may claim for damages. The damage claim is limited to the full price of the product as stated in the contract.

- 5.10. Upon acceptance of a new version of the software, the old version should be destroyed. A protocol of destruction should be sent to the owner.
- 5.11. The liability restrictions from paragraph 5.9 subsection IV do not apply for claims made according to paragraph 5.2, or through malicious concealment of defects, premeditation, gross negligence, physical injury or endangerment of life. User claims for restitution of lost winnings are not applicable.

6. Protection rights

- 6.1. The software and accompanying documentation, including hand book and helpline, are copyright protected.
- 6.2. In the case that a third person claims against the user for violation of protection rights of another copyright through the delivered software and thereby use of the software is impaired or prohibited, the following conditions apply:

The owner has the free choice against personal costs to either change or replace the software in such a way that the previously mentioned protection rights are not damaged. However, the replacement product shall include all contractually agreed functions and capabilities.

Alternatively, the user will be made exempt from any further license fees for the use of the software.

If the above given options prove to be inapplicable, the owner will inform the user forthwith and from that given moment use of the software will be prohibited. The user is then obligated to delete the software from his system and to destroy all documentation and copies thereof. In this case a partial restitution of the license fee may be deemed appropriate.



6.3. The conditions for the owner liability according to paragraph 6.2 are that a user:

- I - immediately informs the owner of third person claims
- II – does not personally accept alleged copyright damages
- III – refrains from any form of claim agreement including any out-of-court settlements unless given express written permission by the owner

If the user decides to suspend the use of the software in order to limit potential damage claims or with respect to other factors, he is then obliged to inform the third person that the suspension in no way represents a recognition of alleged copyright damages.

6.4. Should the user be personally responsible for any copyright damages, no claims against the owner are valid.

6.5. Further user claims of copyright damages from third persons against the owner are excluded. This exclusion is not valid in the case of premeditation, gross negligence, physical injury or endangerment of life.

7. Additional liabilities

7.1. The responsibility for competent data backup lies entirely with the user.

7.2. The liability for warranty is covered completely in paragraph 5 and for copyright damages in paragraph 6.

7.3. Claims for lost winnings are excluded.

In the case of loss of data, the owner is only responsible for those measures normally applicable for data retrieval following a competent data backup. Moreover, the owner is only liable for the retrieval should data be lost immediately following a backup operation.

7.4. The liability limitations given in paragraph 7.3 are not valid for claims made according to paragraph 5.3, premeditation, gross negligence, physical injury or endangerment of life, or insofar the Product Liability Law applies.

8. Data protection, confidentiality and safety

8.1. The owner assures that all persons entrusted with processing or implementation of the contract are aware of and respect the legal conditions of the Federal Data Protection Law.

8.2. The user is obliged to maintain confidentiality with regard to any information, trade secret or password given within the framework of the licensing conditions, to not reveal such information to third persons and to apply this information only for contractual purposes. This also applies to the exchange of experience.

9. Written arrangement

This written arrangement is deemed effective. Further verbal arrangements are not excluded.

10. Applicable rights

The rights of the Federal Republic of Germany apply, with exception to the United Nations agreement regarding contracts for the international sale of goods (CISG).

The agreement regarding your use of the software "Red Dragon" will be concluded between yourself and Mr. Stephan Hilchenbach – Management consultancy | IT-Services, resident in the Federal Republic of Germany. The official licensing agreement is effectively the German version of this agreement. The translated version offered here is part of your customer service. Please recognise that the German agreement applies as legally binding and not the translation.