

License Agreement for NAMO

Upon using (installing, downloading) the software, you declare that you consent to be bound by the conditions of the present Licensing Agreement.

1. Basic Principle

The company MAMP GmbH (hereinafter referred to simply as the "Licensor"), in its capacity as developer of the NAMO software, shall accord the party acquiring a valid end-user license, a simple, non-exclusive, personal right of use for the NAMO software in accordance with the following provisions.

2. Scope of the Right of Use

2.1 Notwithstanding the application of differing rules in isolated cases, the Licensee shall be entitled to install the software on three computers (only to be used on one computer at a time).

2.2 Alternatively to Section 2.1, the Licensee shall be entitled to install the software on a network storage facility, such as a server computer or LAN device and to enable other workplace computers (PCs or other) to access and use the software via such private network. A separate license shall be necessary for each device which is to be accorded access to the software.

2.3 The Licensee is allowed to make the necessary back-up copies of the software. This shall particularly apply to a back-up copy of the installation data and the usual back-ups of the installation data, but not to installations on several computers for use by more than one user. The secure copies may only be made accessible to the extent required.

2.4 Subject to the exceptions set out in the Copyright Act (UrhG), the handbook and any other written documentation or instructional material which accompanies NAMO may not be copied or duplicated.

2.5 Marks or indications which concern authorship, patent, company, name, trademark or other related rights, may not be removed, covered or in any other way completely or partially concealed by the customer from the software or any data medium supplied or accompanying documentation.

3. Transfer of License to Third Parties

3.1 The Licensee is entitled to transfer the license to a third party in full. The legal preconditions for doing so are as follows:

3.1.1 The license has been paid in full;

3.1.3 The third party consents in full to the present Licensing Agreement,

3.1.4 The third party has its domicile in a state in which handing over a data medium to the Licensor would constitute exhaustion of copyright or in which handing over a data medium fulfills the statutory requirements (§ 69 c Ziff. 3 UrhG). In the event of acquisition of the license in the EU or in the EEA, exhaustion of copyright shall result in all countries of the EU and the EEA.

3.2 The transferring party is required to delete any copies not handed over to the acquiring party. This obligation applies to backup copies of the overall system (images) in the event of carrying out a system restore.

4. Update and Upgrade Licenses

4.1 Update and upgrade licenses are only valid in connection with the basic license with which they were accorded. They expire at the same time as the basic license.

5. Term, Termination with Valid Cause

5.1 To the extent that no time limit has been designated, the term of the license shall be open-ended.

5.2 In the event of valid cause, the Licensor shall be allowed to terminate the license. Valid cause shall in particular be constituted by a grave violation of the right of use hereby accorded, the unauthorized distribution or granting of public access to copies of the software or any other illegal distribution thereof.

6. Demonstration Versions

6.1 Downloading or acquiring a demonstration version does not lead to acquisition of a license within the meaning of a legal right of use. We only supply the software for test purposes within the framework of the rules applicable to the demonstration version, which can be revoked at any time.

6.2 To the extent not otherwise agreed, the user shall only be allowed to use the software for test purposes for a maximum time period of two weeks. Changes to the source code and circumvention of the technical restrictions built into the demonstration version are not allowed.

6.3 You are hereby notified that license management software may be included to automatically cause the software to cease functioning at the end of the trial period.

7. Miscellaneous

7.1 The Licensee is not authorized to rent out or sublet the software.

7.2 Should the software contain links to third party providers, then the Licensor shall provide these to you on a purely goodwill basis. The Licensor has no influence whatsoever over the content of these websites and bears no responsibility with regard hereto. The provider in question shall always bear any and all responsibility.

7.3 In the event that individual provisions of the present licensing agreement should be declared invalid, illegal null and void or unenforceable, the remaining provisions shall continue to retain their validity.

7.4 When checking for NAMO software updates, NAMO connects to the web server of MAMP GmbH. During this process, the provider automatically collects and stores information in so-called server log files. These are:

- Name of the application and version number
- Operating system used
- Host name of the accessing computer
- Time of the server request

This data cannot be assigned to specific persons. This data is not merged with other data sources. We reserve the right to check this data retrospectively if we become aware of specific indications of illegal use.

8. BIND 9 name server

8.1 NAMO uses the BIND 9 name server software from ICS (Internet Systems Consortium, Inc.) which is shipped within the app bundle. An app bundle is a folder containing the translated binaries. It is not linked with NAMO, i.e. both are independent software packages and NAMO only controls the BIND name server by shell commands and creates the necessary configuration files. MAMP GmbH has not modified the source code of BIND 9 in any way.

8.2 BIND 9 is transparent open source, licensed under the MPL 2.0 license. The license can be found here: <https://www.mozilla.org/en-US/MPL/2.0/>

9. LIMITATION OF LIABILITY

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Last amended: 2021/02/12