

User's Guide and End-user license agreement (EULA) for your Migration kit for Windows 7

Please read carefully before installation!

Please read the End-user license agreement (EULA) carefully before installation. You automatically accept them, by proceeding with the installation!

The certificate confirms the authenticity of your purchased O&O Software product. Please keep it safe. The printed license information will be needed on the first and each subsequent installation.

Should you have also purchased other products in addition to O&O DiskImage 4 and Pcmover, the User Guides for these products are on the CD in PDF format, or accessible within the products as Online Help.



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Quick Guide for your Migration kit

About Migration Kit for Windows 7

Many thanks for choosing the Migration Kit for Windows 7! This program makes the move from older Microsoft operating systems such as Windows XP to the new Windows 7 child's play – even for inexperienced users. The individual program instructions and step-by-step guide help you to successfully master your migration to Windows 7.

Microsoft does not allow a direct upgrade from Windows XP to Windows 7. It is possible to install Windows 7 over an existing Windows XP, but this would not transfer programs or settings. For the XP user keen to upgrade, this means re-installing all existing programs. This in turn means getting every installation CD and all license information together before manually installing each program by hand. The same goes for personal and individual settings. Hopefully you can still remember your access data for your e-mail account, for example...

None of this is necessary! There is a simple solution available, enabling a quick and easy migration from Windows XP to Windows 7 – the Migration kit for Windows 7.

The Migration kit for Windows 7 is the only program worldwide that can guarantee a direct migration from Windows XP to Windows 7 (a so-called "In-Place-Upgrade"). And even if you wish to put Windows 7 onto a new computer, the Migration Kit for Windows 7 ensures a smooth transition of all your installed programs, settings and files to Windows 7.

And should you not wish to retain your Windows 7, then thanks to O&O DiskImage contained in the Migration Kit, you can simply "rewind" and restore your computer back to what it was before the Migration – any time you wish.

We sincerely hope you are happy with the Migration Kit for Windows 7.

Your O&O Software-Team

System Requirements

- The system requirements of the respective operating system must be met
- For installation under Windows there must be at least 256 MB RAM available.
- To install the components from the Migration Kit for Windows 7 you need local administrator privileges. This is normally the case if you have already installed applications before.
- 50 MB free hard disk space for installation

Preparation:

Important:

Before doing anything substantial in your computer (regardless whether software or hardware related) always make an image of your data! Should an electricity blackout occur during the migration process, for example, or your child pulls the plug out by mistake (!) then this could lead to you losing all your data, beyond any chance of recovery.

The Migration Kit for Windows 7 will require you at the very beginning to install O&O DiskImage and to make an Image of your computer. You should definitely carry this out (see Imaging your data before Migration).

What do you need?

- (Urgently recommended) An external hard disk or a second in-built hard disk in your computer, that has sufficient disk space to store all your programs and data.
- (Definitely required) A computer with internet access (this does not have to be the computer with Windows XP on which you wish to put Windows 7).
- (Definitely required) The Migration kit for Windows 7.
- (Definitely required) The Installation DVD from Windows 7.

Imaging your data before Migration

It is crucial that before you migrate to Windows 7 you make an Image of all your data, so that in the event of a hardware defect during the migration process you can restore your old system and have it available once again. And if you notice after a while that Windows 7 is not for you, then you can quickly and easily restore your old Windows XP System.

1) Place the Migration Kit for Windows 7 CD in your CD/DVD drive. The option display should automatically start. Should it not, then please press the Windows button on your Keyboard (bottom left, between Strg and Alt). Keep this button pressed and push the button E. Windows Explorer will now open (the overview of all your files on the computer). In the left half of the window, please click on your CD/DVD drive. You will now see in the right half of the window all programs contained on this CD. Now please double-click with the left mouse button on the Folder SETUP

and then on the now visible file OOCDRUN.exe (you may only see OOCDRUN). Now click on the point in the menu entitled "Install O&O DiskImage 4" and follow the instructions. It may be necessary to re-start your computer. Please remove the program CD from your CD/DVD drive before re-starting your computer.

2) After the Restart, please put the CD back into the CD/DVD drive and connect your external hard disk to the computer.

3) Now select the second point in the menu "Start a data image with O&O DiskImage " and then "Start imaging now".

4) O&O DiskImage starts and all the necessary settings are already in place. Accept all settings and click on "Start".

5) O&O DiskImage 4 will now carry out a complete image of your computer. In doing so it saves all installed programs, all your files and settings and most importantly the operating system. Should a technical problem occur during the migration to Windows 7, you can restore your computer to its pre-migration state. This can take some time, depending on the amount of saved data.

6) Once you have created the image, please uninstall your anti-virus software. Anti-virus software cannot simply be transferred over to Windows 7, it must be re-installed later. The anti-virus software can prevent a successful migration to Windows 7.

The Migration - Part 1: Saving the migration data

Once you have taken all the precautionary measures, you can begin with the actual migration.

1) Insert the Windows 7 Migration Help CD in your CD/DVD drive. The selection display should start automatically. If this is not the case, press the Windows key on your keyboard (below left, between Ctrl and Alt). Keep pressing the Windows key and now press the letter E. This will open the Windows Explorer (an overview of all your files on the computer). In the left-hand side of the Window, click your DVD/CD drive. You will now see all the programs contained on this CD displayed on the right side of the window. Double-click with left mouse key on the folder SETUP and then on the now visible file OOCDRUN.exe (you might only see OOCDRUN displayed).

2) In the selection view, select "Install PCmover" from the menu. This will then start the installation of the migration program.

3) At the beginning of the installation, you'll be asked if you agree to the provisions of the license agreement. Please select [I accept the conditions of the License Agreement] and click [Next].

4) You will now see a notice that certain pieces of musical or films that are copyrighted might possibly need to be enabled after the migration. You should accept this notice and click [Next].

5) Now enter your name, or when necessary, your company name and your country. Click [Next].

PCmover Professional - InstallShield Wizard

Customer Information

Please enter your information.

User Name:

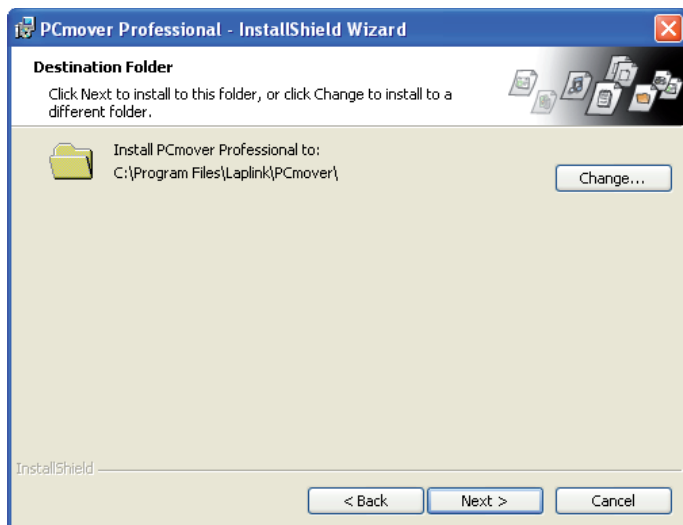
Organization:

Country:

InstallShield

< Back Next > Cancel

6) Apply the suggested point of installation and click [Next].



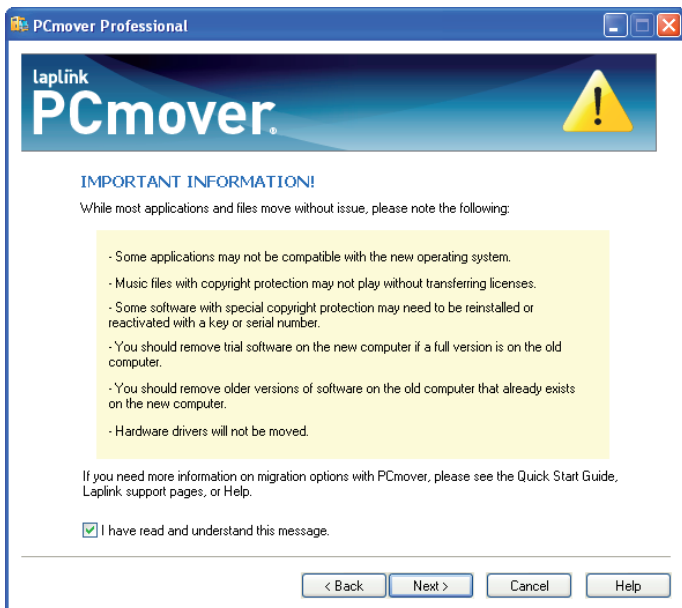
7) The installation of PCmover will now begin.

8) Once installation is completed, confirm this by clicking [Complete]. PCmover will now start automatically.

- 9) **It is important to click the field "Check for updates" in PCmover (you will need an Internet connection to do this) in order to be certain that you're using the most current version of the product!**



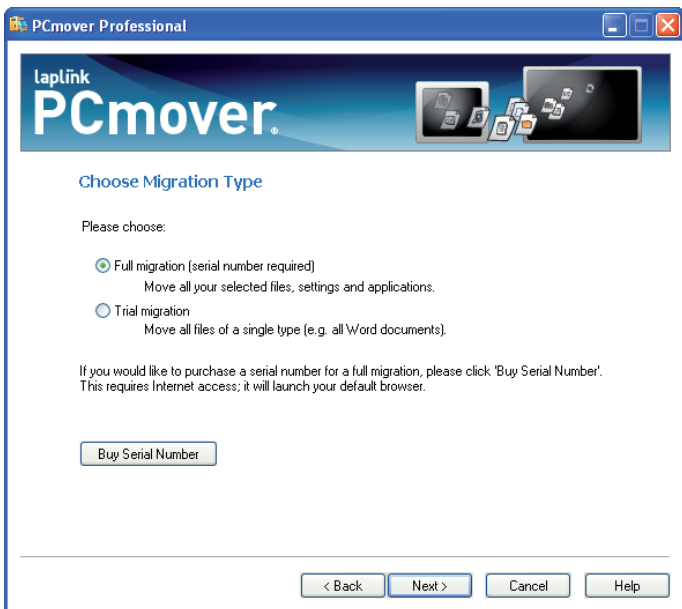
10) Several kinds of copyrights can prevent certain pieces of music or programs to be fully functional after a migration. In this case they will have to be newly enabled. Please confirm by double-clicking the corresponding field that you have read this notice and then click [Next].



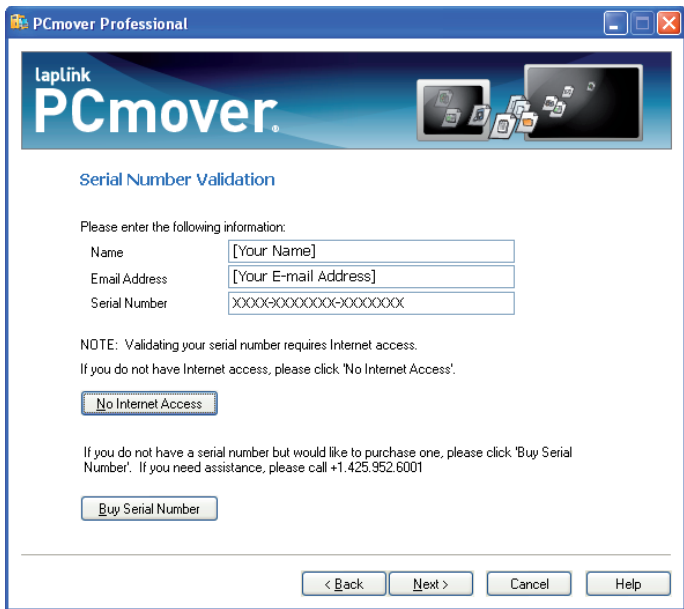
11) On the next screen click [Next]

12) Now click [Old computer] so that the Migration Kit for Windows 7 know that this is the source computer from which the migration should be started.

13) Now click the point [Full Migration] and then click [Next]



14) Enter your name, a valid email address, and the serial number of PCmover. If your Windows XP computer has an Internet connection, you can enable the serial number over the Internet and then skip to instruction number 21). If your Windows XP computer doesn't have an Internet connection, please read instruction number 15).



15) If your Windows XP computer is missing an Internet connection, you'll need another computer that can provide you with one (possibly from friends, relatives, or your laptop).

- 16) If this is the case, after entering your data, click on the point [No Internet Access] and make a note of the information that will now appear (Network name and session code).

Get Validation Code ✕

If you do not have Internet access on this computer, you must validate your serial number from another computer which has Internet access.

Open a browser on the computer that has Internet access and go to the web site:
<http://www.laplink.com/validation>

This will bring you to the validation tool. You will be prompted to enter the following information along with your serial number, registered user's name and e-mail.

Network Name:

Session Code:

Once you have the validation code, please enter it in the following box.

Validation Code:

Note: The validation code will be used in place of your serial number. It will appear in the 'Serial Number' box once you click 'OK'.

17) On the computer with the Internet connection, type in the address <http://pcmover.laplink.com/reg.php>.

The screenshot shows the Laplink PCmover website's registration page. At the top left is the Laplink logo with the tagline "transfer your world". The main heading is "Get PCmover Validation Code". Below this, there is explanatory text about the unique serial number and validation process. A list of seven steps guides the user through the validation process, from opening the old source PC to clicking "Next". An image of the PCmover software box is shown to the right of the text. On the far right, there is a vertical navigation menu with links for "PCmover Overview", "Pricing", "Features", "Interactive Tour", "Quick Links", "My Account", "Technical Support", "Chat Support", and "Contact Us". At the bottom of the page, there is a form with a "Network Name" label and an input field.

18) You should now complete the form that will be displayed. Enter your name, the Pcmover serial number, and the email address just as you did previously for Pcmover. Please have a little patience at this point. It can take up to two minutes for the validation process to be completed.

19) Make a note of the confirmation code that will be displayed.

20) Now enter this confirmation code onto your Windows XP computer where PCmover is installed. This confirmation code will automatically be applied as a serial number by Pcmover in the field [Serial number]. Now click the field [Next]

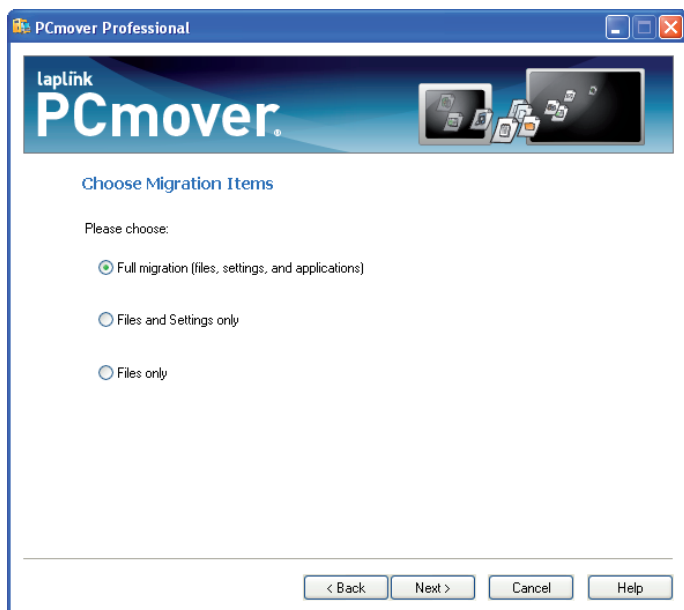
The screenshot shows a "Serial Number Validation" dialog box from PCmover Professional. The dialog has a title bar with "PCmover Professional" and the Laplink logo. It contains the following fields: "Name" with "[Your Name]", "Email Address" with "[Your E-mail Address]", and "Serial Number" with "XXXXXXXXXXXXXXXXXXXX". Below these fields is a "NOTE" section stating that validation requires internet access and providing a "No Internet Access" button. At the bottom, there is a "Buy Serial Number" button and a row of navigation buttons: "< Back", "Next >", "Cancel", and "Help".

21) You can now select the type of migration. In our case we should select the point [File Storage Device] and confirm with [Next]



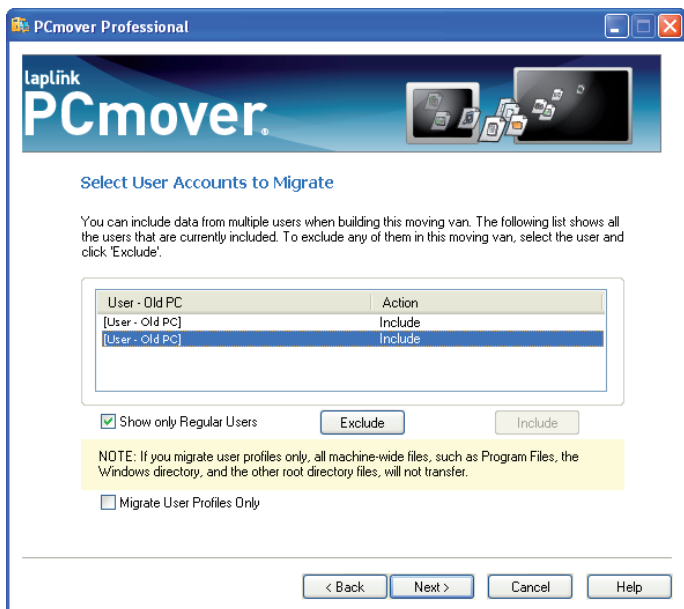
22) You will now be asked if you'd like to make a snapshot of the systems before the creation of the migration file. Please select [Skip this step].

23) In the next screen, you'll be asked which files you'd like to migrate. Please select [Full migration (files, settings and applications)]. This will ensure that all your installed programs, files, and settings will be included in the migration file. Confirm this once again with [Next].



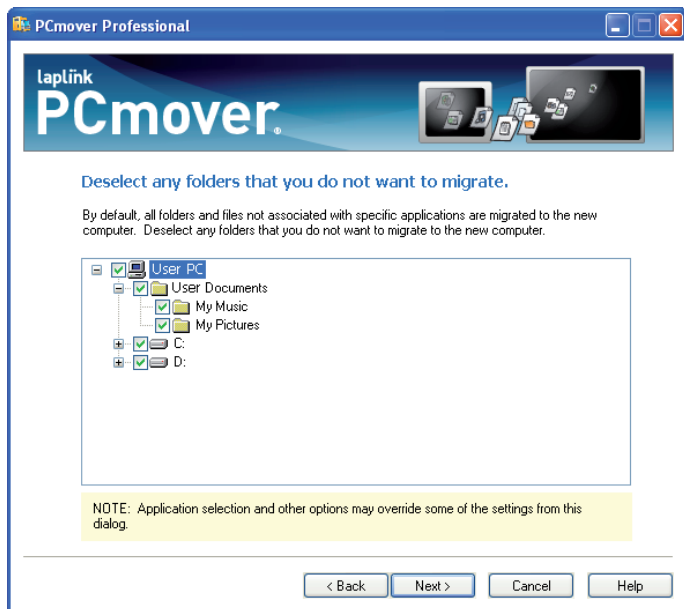
24) In the next screen [Select migration changes] just select [Next].

25) The screen [Select user-accounts to migrate] should also be applied without any changes by clicking [Next].

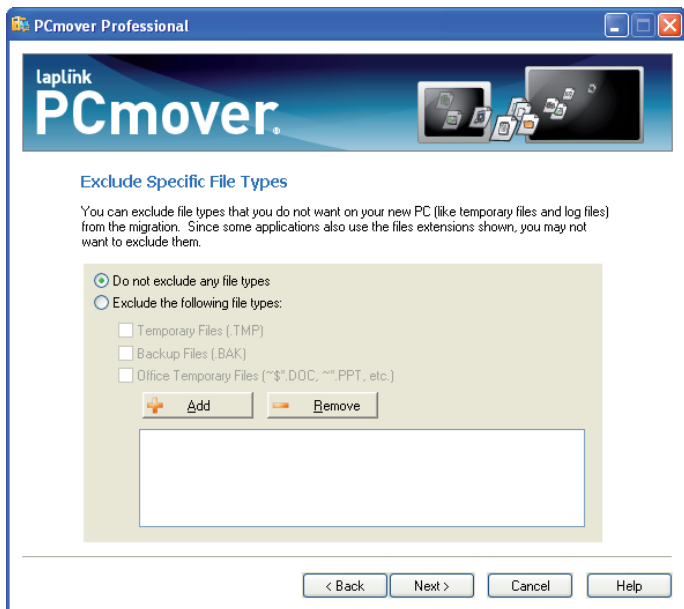


26) In the same way, confirm the pre-selection [Select drives for migration] by clicking [Next].

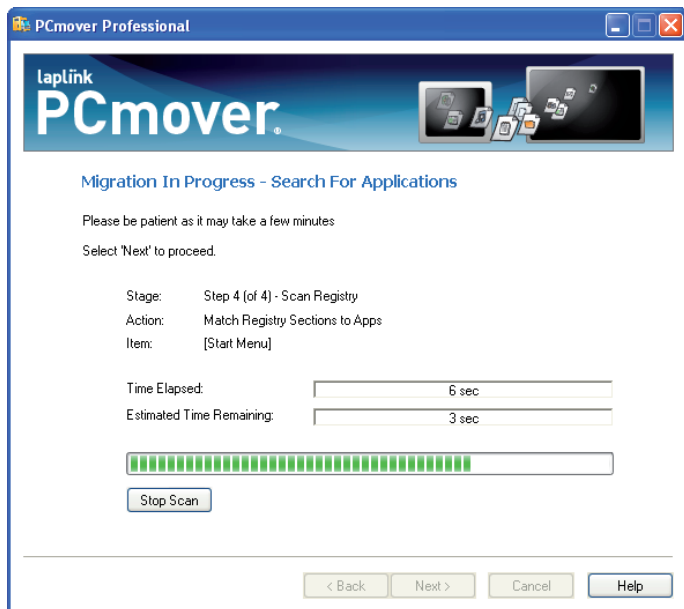
27) Confirm the selection in [Deselect any folders that you do not want to migrate] with [Next] as well.



28) In the screen [Exclude specific file types] please select the point [Exclude no file type] and confirm with [Next].



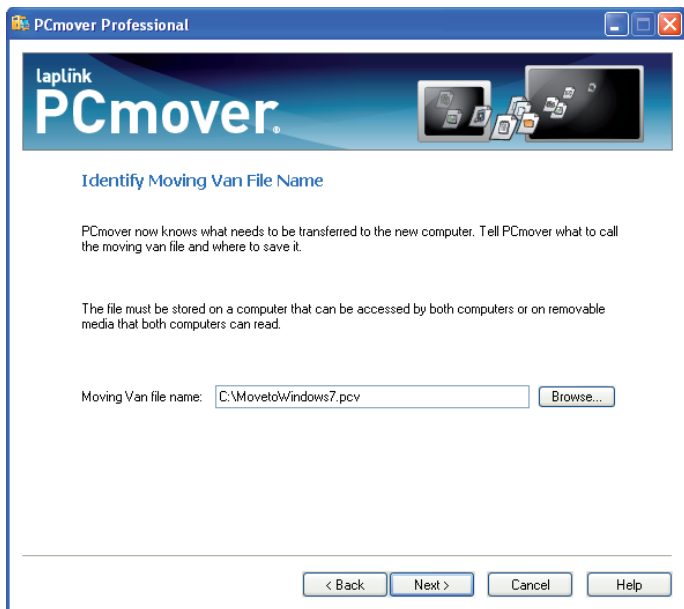
29) You are now almost finished. In the screen [Migration in progress – Search for Applications] click [Next].



30) An overview will now appear that will display the number and size of the files that are going to be transferred. Please click [Next].

31) In the screen [Ready to start – construct Moving Journal] click [Next].

32) A list of all the migrating files will now appear. Click [Next].

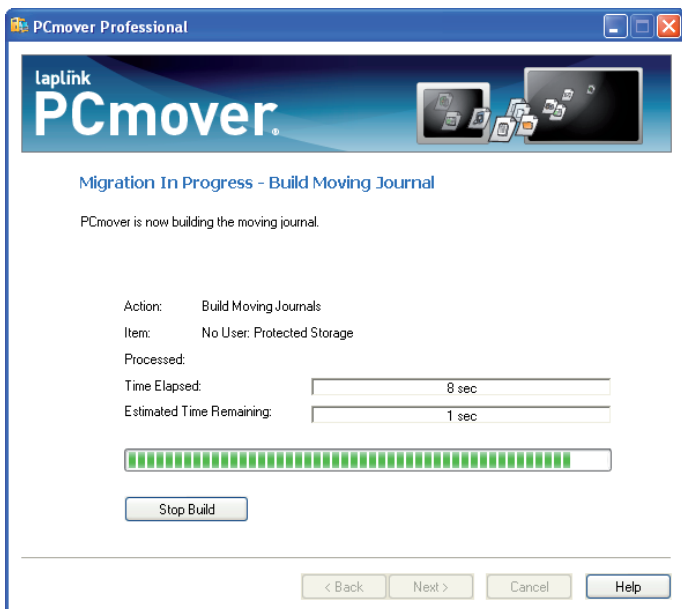


33) You must now enter the storage location and name for the migration file (Moving Van). Click [Thumb through...] to do this.

34) In the window that now opens, click "Computer" on the left side. You will now see an overview of your computer's drives. Select your external hard disk and confirm this with [Next].

35) If you don't want to use an external hard disk, it's best to select C as a storage location:

36) Give the migration file a name such as MigrationtoWindows7.pcv

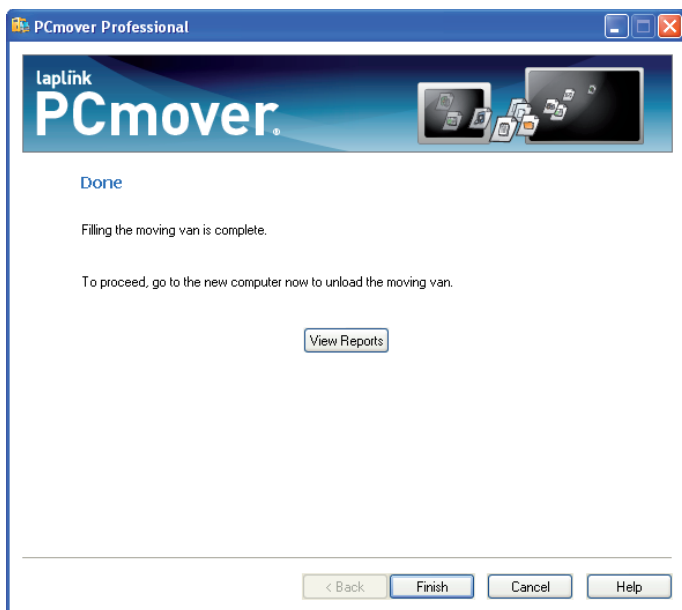


37) If you want to burn the migration file on a DVD/CD, you can enter the size of the DVD/CD here. PCmover will automatically create a number of migration files that are all large enough to fit on a DVD/CD. If you don't want to save on a CD/DVD, simply confirm this by clicking [Next].

38) If the storage location of the migration file doesn't yet exist, PCmover will now ask you if the folder should be created. Click [Yes].

39) The migration (or move) from Windows XP to Windows 7 can now begin. Important: depending on the size of its files, it can take up to several hours for the migration file to be created. It's best to avoid using the computer during this time.

40) When the saving of the migration data has been completed, click [Complete]



The Migration – Part 2: Installation from Windows 7

41) Insert the Installation DVD from Windows 7 in your computer's DVD drive.

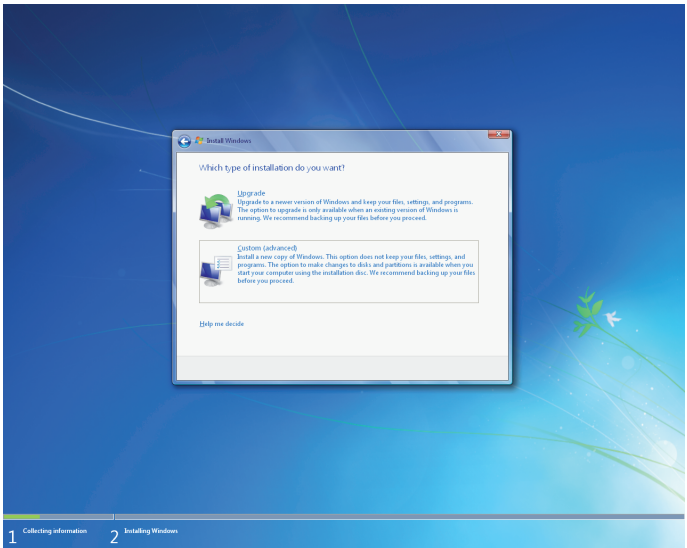
42) Installation of Windows 7 should now start automatically. If this is not the case, push the Windows key once again while simultaneously pressing E and select the DVD drive. Double-click setup.exe (it's possible that only setup will be displayed).

43) Once the installation program starts, select [Install now].

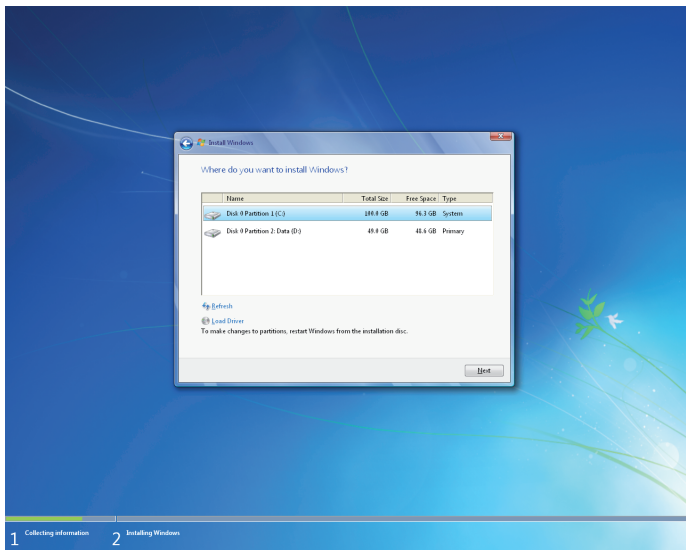


44) If your computer has an Internet connection, select the option [Search for updates on the Internet]. You may otherwise select the option [Do not search for the newest updates on the Internet].

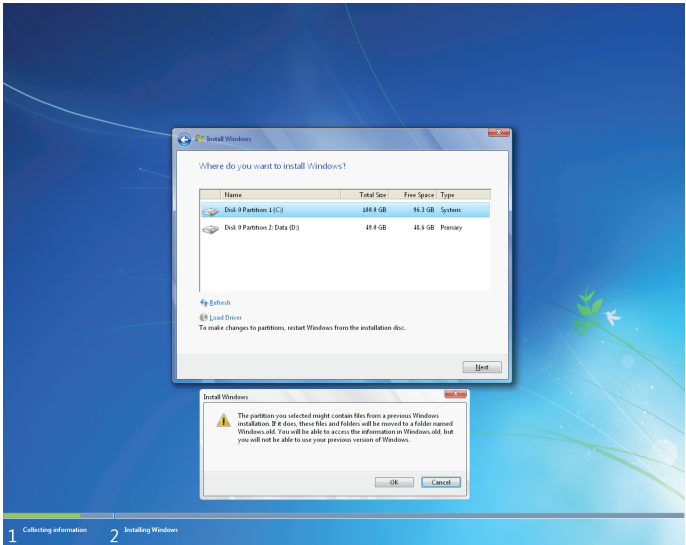
45) You must now select the type of installation. As Windows XP is installed on your computer, you can only select the option [Custom(advanced)]. If you select any other option, the installation will be closed.



46) Now select the hard disk/partition where Windows 7 should be installed. As Windows 7 is supposed to replace your old Windows XP, please select Disk 0 Partition 1 (C:).



47) Confirm the following warning with [OK].



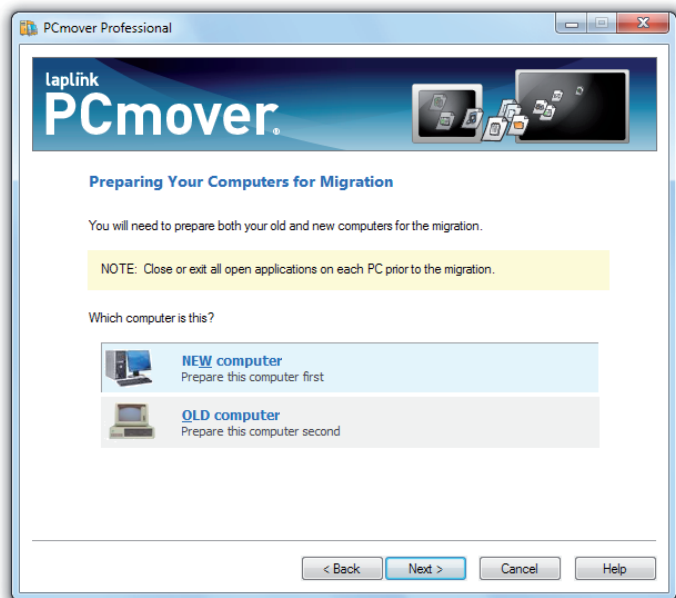
48) The installation of Windows 7 will now begin. The computer will be restarted a couple of times during the installation, so don't get worried. The entire installation should last about 35 minutes.

The Migration – Part 3: Migration of saved data from Windows XP to Windows 7

49) Once the installation of Windows 7 is completed, reinsert the Migration Help CD in your CD/DVD drive and reinstall PCmover on the computer, this time under the newly installed Windows 7.

50) After installing Pcmover, start the program.

51) In the screen [Preparing your computer for migration] select [New computer] and click [Next].

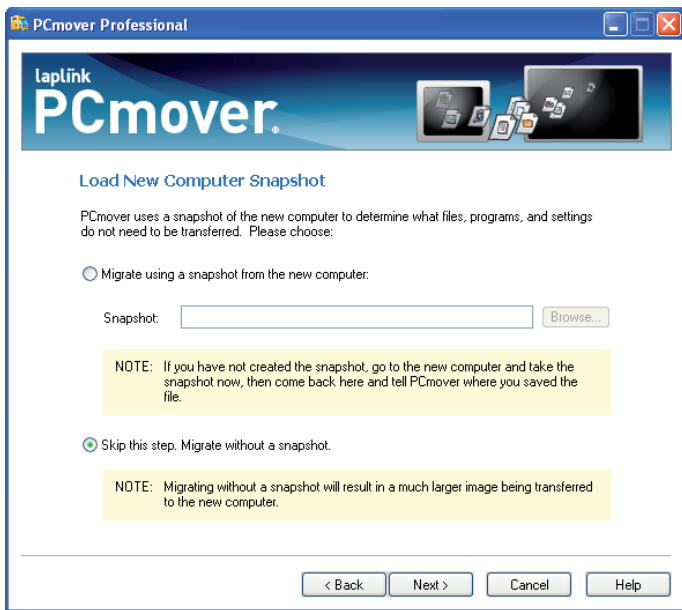


52) For a migration method select [File Storage Device] confirm with [Next]



53) Confirm this again by clicking [Next]

54) You will now be asked if you want to take a snapshot of the system. Select [Skip this Step]

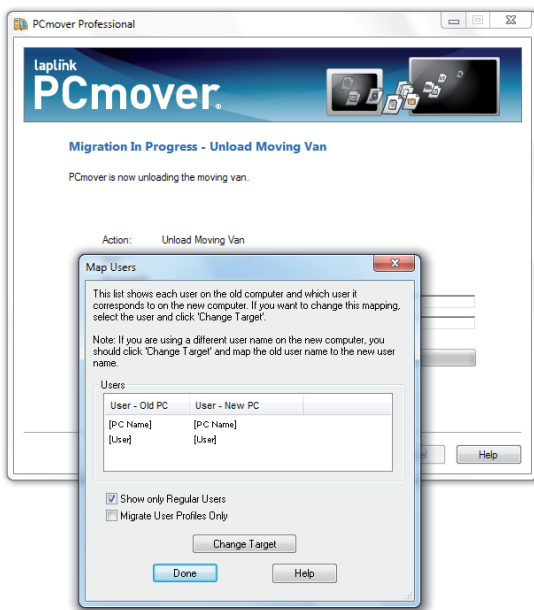


55) Now the page [Go to Old Computer] will appear. As you have already saved the migration file, click [Next].

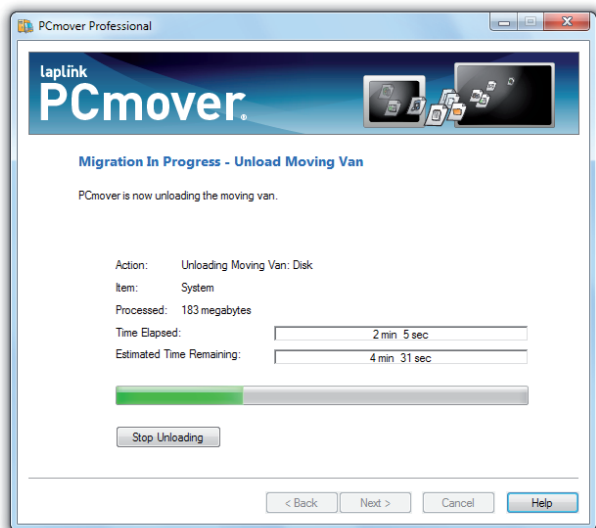
56) You now have to enter the storage location of the migration file (Moving Van). Click [Search...] and indicate the storage location of the migration file (e.g. MigrationWindows7.pcv) just as you did at instruction number 33)

57) The final migration of your programs, files, and settings will begin shortly. Click [Next].

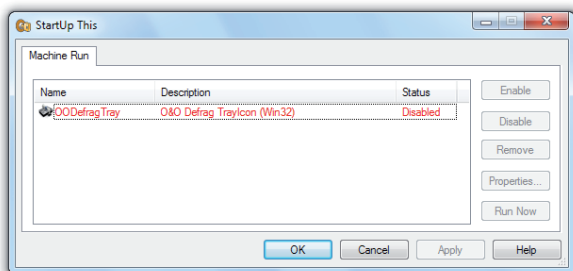
58) After you confirm the selection, you'll be again asked which of the saved users should be recreated, and which partitions should be migrated. Please confirm the selection both times with [Done].



59) The migration will now begin. Again, please avoid using the computer during this time. Depending on the volume, it can take a couple of hours until the migration is fully completed. Once the migration has ended, select [Complete]. The computer will now restart. The migration is now almost totally completed.



60) Once the computer has restarted, the program [StartUp This] will start automatically and ask which of the migrated programs, just as they were under Windows XP, should be started automatically when booting. Select the programs consecutively in the list and right-click [Enabled] each time you do. When all the programs you want are green (or [Enabled]), confirm this with [OK].



61) Your migration from Windows XP to Windows 7 is hereby completed and you have saved yourself the two days you'd have needed to set up Windows 7 manually. Or the money it would have cost to bring in a professional computer service. Congratulations! Here's to your having a lot of fun with the new Windows 7 along with your familiar programs and settings!

General Section

IMPORTANT – PLEASE READ CAREFULLY

This End User License Agreement (EULA) is organized into 2 sections: a general part, which is valid for all O&O products, and a specialized part, which includes the particular terms of each corresponding product. By accepting both parts of the license terms they automatically form part of your contract with O&O Software, Am Borsigturm 48, 13507 Berlin.

Once accepted, these license terms will become part of your contract with O&O Software, Am Borsigturm 48, 13507 Berlin.

If you have any questions regarding this contract and the license terms, our Service Team is available to help you under info@oo-software.com.

The software product is protected by copyright laws and international copyright contracts as well as other laws and agreements concerning intellectual property.

1. Object and form of delivery

- (1) You receive the software covered by the contract in executable for (Binarycode) together with the relevant documentation released by O&O according to Section (6).
- (2) The software provides the range of functions described in the given documentation. The documentation regarding functionality may be consulted prior to concluding the contract in the internet presentation on the following site www.oo-software.com.
- (3) Delivery will be made according to the way in which you have purchased the software, either by having a disk directly handed over, or sent by mail to an address you have supplied, or through the forwarding of a license as well as any required download information to a given E-mail address.
- (4) If you are currently receiving updates as part of a maintenance agreement, these will continue to be supplied in the same way as the initial software delivery, i.e., for a disk sent by mail, a disk containing the update will be sent to the given address; for electronically delivered keys, a key for downloading updates will be sent to the given E-mail address.
- (5) Changes to the delivery or E-mail address can only be considered, if they are supplied in writing or by E-mail to the address or E-mail address indicated on www.oo-software.com at least two weeks before delivery of the update.
- (6) A printed copy of the documentation will not be included in the delivery. The documentation consists primarily of electronic aids.

2. Requirements for application (system requirements)

- (1) Installation of the software is not part of the agreement.
- (2) Depending on the software, there are certain system requirements that must be met in order to use it according to the terms of this contract. These will be defined according to each product in the specialized section of this contract.

3. Rights of use, including test versions, unauthorized transfer, and application

- (1) O&O grants you, upon payment of the agreed one-time fee, a permanent, spatially unlimited and non-exclusive right to use the software.
- (2) Test versions – if you have installed a test version of one of our products taken from the O&O Website www.oo-software.com, the right of use will be, according to the program, for a limited time only and/or technically restricted.
- (3) One copy of the software is entitled to be used on a maximum of one (1) output device /workstation simultaneously.
- (4) If you want to use the software on more than one output device/workstation, the rights of use must be extended accordingly. To find out which O&O products are also available as volume licenses, please consult www.oo-software.com. The separate price list concerning O&O Volume Licenses will apply to extending the rights of use without redelivery. A subsequent extension of the rights of use without redelivery does not result in further warranty.
- (5) Any use beyond that agreed upon in the contract is one in violation of the contract. In such a case, you are required to report this use that exceeds the rights of use to the supplier without any delay. The parties will then try to bring about an agreement for extending the rights of use. For the duration of the excessive usage, i.e., until the conclusion of such an agreement or the cessation of the excessive usage, you are required to pay compensation for this excessive usage according to the amount indicated in our price lists. The amount of compensation will be calculated on the basis of a four year, straight-line depreciation. If we are not informed of the excessive usage, a contract penalty in the amount three times the price of the usage indicated in the price list will be due to O&O.
- (6) You are entitled to create a backup copy of the software and to conduct ordinary data backups. The creation of more copies than the amount needed for the backing up of any future usage (including the backup copies and data backups) is not allowed.
- (7) Copyrights and other trademarks within the software may not be altered or removed. They must be transferred onto every copy of the software.
- (8) Unauthorized transfer – only when you have purchased the software with an accompanying disk are you permitted to transfer it and then, only under the following conditions: a resale of the software is only permitted when it involves an entire software copy, i.e., by surrende-

ring your own usage of the purchased copy, you are entitled to transfer these rights of use of the disk onto a third party according to the terms of the agreement existing between you and O&O. When making such a transfer, you are required to hand over to the third party all materials related to the software that are covered in the contract and to delete the software from any storage volumes (e.g., hard disks) remaining in your possession.

- (9) Unauthorized rental and service – The purchase of this contract does not entitle you to any public transfer or rental of the software. You are also not entitled to include the software as part of your providing services for and in the presence of any third parties. You may purchase an appropriate license from O&O for doing this.

4. Payment

- (1) The prices are given with the corresponding sales taxes included, unless otherwise indicated.
- (2) Test versions – Downloads of test versions offered by O&O are provided free of charge, unless otherwise indicated.
- (3) If you receive updates of your programs as part of a Maintenance Agreement, the terms of payment in these contracts will apply to these Maintenance Agreements.
- (4) O&O is entitled to forward any data it has received onto third parties requiring it for purposes of collection.
- (5) Until payment is made in full, O&O retains possession of all rights, particularly those concerning copyrighted rights of use, on the materials included in this contract. O&O is specifically entitled to cancel a contract, for example, when your payment is delayed, it prohibits the further using of the software and demands the surrendering of all copies or this being impossible, to demand their deletion. Should a third party have access to the object of purchase before payment is completed for the contractual software, you are required to inform this third party about the object being the property of O&O and to inform O&O, in writing, about the third party's access.

5. Material defect and defect of title

- (1) The software package or download you receive is free of any material defect or defect of title.
- (2) A material defect exists when the software is unable to be used as described in the documentation appearing on the website www.oo-software.com and included in delivery or available for downloading.

O&O is constantly checking to make sure that other sources are not misrepresenting the functions and properties of the software as described in the documentation. You can therefore assume that any descriptions beyond those found in the software documentation have not

originated with O&O and are also unknown to it. Please inform O&O if you learn of any software descriptions that include functions and properties not mentioned in the documentation.

- (3) A defect of title exists when, after delivery of the software, the rights needed for using it as stipulated in the contract have not been effectively granted.
- (4) Any claims concerning defects of material and/or title related to the software have a limitation period of two years subsequent to delivery of the program or transmission of the serial number needed for downloading. If you are not a private individual, the warranty period is shortened to one year.

If O&O has fraudulently concealed a material defect, a three year limitation period will cover claims related to this defect.

Payment for compensation that you might have been entitled to as a result of cancellation or an abatement can be refused upon expiration of the limitation period.

- (5) You are required to inform O&O, in writing if possible, of any defects that arise immediately upon their discovery. While doing so you should also describe, as well as possible, how the defect is communicated, the effect it has on the program, and under which circumstances it occurs.
- (6) Should defects be reported to O&O within the limitation period, it will undertake a cure free of charge.
- (7) As part of the cure, the corrected software will be redelivered as agreed. An on-site analysis and correction of the error on your system will not take place.

O&O assumes the ensuing expenses for the cure, in particular the costs for transport, labor, and material. You are personally responsible for installation. O&O specifically does not assume on-site installation as part of its obligation with regard to defects of material or title.

Should a change of the program be required as part of the cure, O&O will make the necessary changes in the documentation without any charges.

- (8) After the unsuccessful expiration of a deadline you set for cure, you can cancel the contract or reduce the purchase price and demand compensation instead of service or the replacement of any futile expenditures.
- (9) A deadline is not required when
 - a) O&O refuses both kinds of cure, even if it is entitled to do so as a result of the arising expenses, or
 - b) the cure is impossible, or
 - c) the cure is unacceptable to you, or
 - d) the cure is unsuccessful.

A subsequent improvement is considered a failure after the second unsuccessful attempt, unless there is something particular about the type of software or the defect itself or the surrounding circumstances that would indicate otherwise.

- (10) You are not entitled to cancel the contract if the defect is negligible, nor may you, in this event, demand compensation instead of full service.
- (11) In the event of cancellation, compensation is due for any uses made. The compensation for use will be based on a four year, straight-line depreciation of the purchase price.
- (12) As a result of the abatement, the purchase price will be reduced by the amount which is calculated for deducting the defect from the value of the software. The standard used will be its value at the time the contract was concluded. The amount, when necessary, is to be calculated by estimation. As a result of this reduction, any amount larger than that paid for the reduced purchase price will be refunded.
- (13) If it turns out that a reported problem did not arise as a result of a defect in the software, O&O is entitled to invoice you, according to the amount charged in its price lists for such services, the expenses for analysis and correction of the problem if you can be accused of malice or gross negligence.
- (14) The seller's warranty is canceled, when changes are made on the software without expressed written consent or when the software is not used as intended or used in an improper software environment, unless you can prove that these facts had nothing to do with the problems that occurred.

6. Limitation of compensation

- (1) O&O is liable for compensation for every legal ground to the extent described in the following provisions.
- (2) The extent of liability of O&O for damages caused by malice or gross negligence arising from O&O itself or one of its vicarious or legal agents is unlimited.
- (3) There is no limit to the extent of liability of O&O or any of its legal or vicarious agents for damages involving injury to life, physical well-being or health, or for simple breach of duty.
- (4) There is unlimited liability for damages caused by serious organizational fault on the part of O&O as well as for damages arising from a missing guaranteed characteristic.
- (5) For the breach of an essential contractual duty, O&O is liable for damages normally foreseen in a contract when none of the instances in provisions (2) – (4) applies.
- (6) Any further liability for compensation is excluded, specifically excluded is liability without fault.
- (7) Liability as defined by the product liability law remains untouched.
- (8) If damage can be traced to have arisen through a fault on the part of O&O as well as on the part of yourself, you must have your share of the fault evaluated.

You are responsible for making a standard backup of your data at least once a day. For data loss caused by O&O, O&O is only liable for the expense of duplicating the data on your backup copies that need to be created and for the restoration of data, which would have also been lost during a standard backup procedure.

7. Final provisions

- (1) You may only balance claims from O&O with indisputable or legally valid claims.
- (2) Changes and amendments to this contract must be made in writing. This also applies to changes to this provision.
- (3) The contract is subject to German law. The uniform UN purchasing law (CISG) as well as the UNIDROIT Factoring Agreement of Ottawa do not apply.
- (4) Any general terms and conditions on your part will not be applied.
- (5) This license agreement is subject to the laws of the Federal Republic of Germany. In the event you are not a private individual or a resident of the Federal Republic of Germany, we agree that the district court in Berlin will be the competent court for litigation arising from this contract.

8. Contact

If you have any questions concerning the O&O Software License Agreement or wish to speak with O&O, please get in touch with us.

O&O Software GmbH, Am Borsigturm 48, 13507 Berlin, Germany
Tel. +49 (0)30 4303 4303, Fax +49 (0)30 4303 4399

Specialized Section

O&O BlueCon

Important note on the Windows PE Start CD

The Microsoft® Windows™ Preinstallation Environment software included with this device or software may be used for boot, diagnostic, setup, restoration, installation, configuration, test or disaster recovery purposes only..

NOTE:

THIS SOFTWARE CONTAINS A SECURITY FEATURE THAT WILL CAUSE END USER'S SYSTEM TO REBOOT WITHOUT PRIOR NOTIFICATION TO THE END USER AFTER 72 HOURS OF CONTINUOUS USE.

Amendment to: 2. Requirements for application (system requirements)

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

The product at hand can only be employed according to the acquired license. The following license types exist for O&O BlueCon:

O&O BlueCon Admin Edition

You are authorized to install and use the software product on all computers a) in the possession of the company (legal person or natural person(s) in the case of corporations) owning the license and b) all located at a single site. This license is bound to a single natural person and is non-transferable.

O&O BlueCon Tech Edition

You are authorized to install and use the software product on all computers. This includes computers that do not belong to the company owning the license (also known as Service Technician's License). This license is bound to a single natural person and is non-transferable.

O&O CleverCache

Amendment to: 2. Requirements for application (system requirements)

O&O CleverCache Professional Edition

The software requires Windows 2000 Professional or Windows XP (all Editions) or Windows Vista (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

O&O CleverCache Server Edition

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

O&O Defrag

Amendment to: 2. Requirements for application (system requirements)

O&O Defrag Professional Edition

The software requires Windows 2000 Professional or Windows XP (all Editions) or Windows Vista (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems. Control of the program through a network management is not possible.

O&O Defrag Workstation Edition

The software requires Windows 2000 Professional, Windows XP (all Editions) or Windows Vista (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems. The O&O Defrag Workstation Edition may be used on computers with or without the user interface. You are entitled to control this program over the separately obtainable network manager.

O&O Defrag Server Edition

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems. The O&O Defrag Server Edition may be used on computers with or without the user interface. You are entitled to control this program over the separately obtainable network manager.

O&O DiskImage

Important note on the Windows PE Start CD

This note is only valid for the O&O DiskImage Professional and the Server Edition Start CD. The Microsoft® Windows™ Preinstallation Environment (Windows PE) is not a part of O&O DiskImage Express and the Workstation Edition!

The Microsoft® Windows™ Preinstallation Environment software included with this device or software may be used for boot, diagnostic, setup, restoration, installation, configuration, test or disaster recovery purposes only.

NOTE:

THIS SOFTWARE CONTAINS A SECURITY FEATURE THAT WILL CAUSE END USER'S SYSTEM TO REBOOT WITHOUT PRIOR NOTIFICATION TO THE END USER AFTER 72 HOURS OF CONTINUOUS USE.

Amendment to: 2. Requirements for application (system requirements)

O&O DiskImage Express Edition

The software requires Windows 2000 Professional or Windows XP (all Editions) or Windows Vista (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems. Control of the program through a network management is not possible.

O&O DiskImage Professional and Special Edition

The software requires Windows 2000 Professional or Windows XP (all Editions) or Windows Vista (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems. Control of the program through a network management is not possible.

O&O DiskImage Workstation Edition

The software requires the Windows 2000 Professional, Windows XP (all Editions) or Windows Vista (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems. The O&O DiskImage Workstation Edition may be used on computers with or without the user interface. You are entitled to control this program over the separately obtainable network manager.

O&O DiskImage Server Edition

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems. The O&O DiskImage Server Edition may be used on computers with or without the user interface. You are entitled to control this program over the separately obtainable network manager.

Amendment to: 3. Rights of use, including test versions, unauthorized transfer, and application

Creation and restoration of images

The source computer and each target computer are required to hold licenses, to create and restore images using O&O DiskImage. One license is sufficient under the previously mentioned terms, if the source and the target computer is one non-virtual workstation. Each virtual machine is seen as an independent computer; in other words, each virtual machine needs its own license.

O&O DiskRecovery

Amendment to: 2. Requirements for application (system requirements)

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

The product at hand can only be used according to its acquired license. The following license types exist for O&O DiskRecovery:

O&O DiskRecovery Personal Edition

You are authorized to install and use the software product on only one computer. Other limitations may apply in the software itself. Please consult the software documentation for more information on these limitations.

O&O DiskRecovery Admin Edition

You are authorized to install and use the software product on all computers a) in the possession of the company (legal person or natural person(s) in the case of corporations) owning the license and b) all located at a single site. This license is bound to a single natural person and is non-transferable.

O&O DiskRecovery Tech Edition

You are authorized to install and use the software product on all computers. This includes computers that do not belong to the company owning the license (also known as Service Technician's License). This license is bound to a single natural person and is non-transferable.

O&O DiskStat

Amendment to: 2. Requirements for application (system requirements)

O&O DiskStat Professional Edition

The software requires Windows 2000 Professional or Windows XP (all Editions) or Windows Vista (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

O&O DiskStat Server Edition

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

O&O DriveLED

Amendment to: 2. Requirements for application (system requirements)

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

O&O Enterprise Management Console

Important note on the Microsoft SQL Server

This product uses the Microsoft SQL Server or Microsoft SQL Server Express Edition. To the extent that these programs are part of the installation of this product, the terms of their licensing related to the use of this software will also apply to the terms of this agreement.

The use of Microsoft SQL Server Express Edition is free of charge in conjunction with this product. The purchase of licenses for O&O Enterprise Management Console and related products is separate from any possible purchase of SQL Server products.

Amendment to: 2. Requirements for application (system requirements)

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

O&O FormatRecovery

Amendment to: 2. Requirements for application (system requirements)

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

The product at hand can only be used according to its acquired license. The following license types exist for O&O FormatRecovery:

O&O FormatRecovery Personal Edition

You are authorized to install and use the software product on only one computer. Other limitations may apply in the software itself. Please consult the software documentation for more information on these limitations.

O&O FormatRecovery Admin Edition

You are authorized to install and use the software product on all computers a) in the possession of the company (legal person or natural person(s) in the case of corporations) owning the license and b) all located at a single site. This license is bound to a single natural person and is non-transferable.

O&O FormatRecovery Tech Edition

You are authorized to install and use the software product on all computers. This includes computers that do not belong to the company owning the license (also known as Service Technician's License). This license is bound to a single natural person and is non-transferable.

O&O MediaRecovery

Amendment to: 2. Requirements for application (system requirements)

The software requires the Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

O&O PartitionManager

Important note on the Windows PE Start CD

The Microsoft® Windows™ Preinstallation Environment software included with this device or software may be used for boot, diagnostic, setup, restoration, installation, configuration, test or disaster recovery purposes only.

NOTE:

THIS SOFTWARE CONTAINS A SECURITY FEATURE THAT WILL CAUSE END USER'S SYSTEM TO REBOOT WITHOUT PRIOR NOTIFICATION TO THE END USER AFTER 72 HOURS OF CONTINUOUS USE.

Amendment to: 2. Requirements for application (system requirements)

O&O PartitionManager Professional Edition

The software requires the operating systems Windows 2000 (all editions), Windows Server 2003 (all editions), Windows XP (all editions), Windows Vista (all editions), or Windows Server 2008 (all editions). Usage within the terms of this contract is not achieved without the application of these operating systems.

O&O RegEditor

Important note for working with the Microsoft Windows Registry

Before making changes to the Microsoft Windows Registry (in the following Registry), you should prepare a backup copy of the Registry and ensure that you'll be able to restore the Registry if a problem should arise.

O&O formally declares that it is not responsible for damages arising from the improper use of O&O RegEdit. Changes to the Registry should only be made by experienced users who are aware of the consequences of such changes. A defective Registry can influence the entire stability of the system and lead to a crash of the computer or make it unable to start. This can further lead to loss of data.

Amendment to: 2. Requirements for application (system requirements)

The software requires the Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

Amendment to: 4. Payment

O&O demands no fee for the use of this license. In addition, a fee for this license and this program may not be demanded by any Third Parties, unless this is done with the expressed approval of O&O. When in doubt, please get in touch with us. You can find our contact data at the end of this license agreement.

O&O RescueBox

Important note on the Windows PE Start CD

The Microsoft® Windows™ Preinstallation Environment software included with this device or software may be used for boot, diagnostic, setup, restoration, installation, configuration, test or disaster recovery purposes only.

NOTE:

THIS SOFTWARE CONTAINS A SECURITY FEATURE THAT WILL CAUSE END USER'S SYSTEM TO REBOOT WITHOUT PRIOR NOTIFICATION TO THE END USER AFTER 72 HOURS OF CONTINUOUS USE.

Amendment to: 2. Requirements for application (system requirements)

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

The product at hand can only be used according to its acquired license. The following license types exist for O&O RescueBox:

O&O RescueBox Personal Edition

You are authorized to install and use the software product on only one computer. Other limitations may apply in the software itself. Please consult the software documentation for more information on these limitations.

O&O RescueBox Admin Edition

You are authorized to install and use the software product on all computers a) in the possession of the company (legal person or natural person(s) in the case of corporations) owning the license and b) all located at a single site. This license is bound to a single natural person and is non-transferable.

O&O RescueBox Tech Edition

You are authorized to install and use the software product on all computers. This includes computers that do not belong to the company owning the license (also known as Service Technician's License). This license is bound to a single natural person and is non-transferable.

O&O SafeErase

Amendment to: 2. Requirements for application (system requirements)

The software requires the Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

O&O UnErase

Amendment to: 2. Requirements for application (system requirements)

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions) or Windows Server 2008 (all Editions) operating systems. Application within the terms of this contract is not achieved without the use of one of these operating systems.

The product at hand can only be used according to its acquired license. The following license types exist for O&O UnErase:

O&O UnErase Personal Edition

You are authorized to install and use the software product on only one computer. Other limitations may apply in the software itself. Please consult the software documentation for more information on these limitations.

O&O UnErase Admin Edition

You are authorized to install and use the software product on all computers a) in the possession of the company (legal person or natural person(s) in the case of corporations) owning the license and b) all located at a single site. This license is bound to a single natural person and is non-transferable.

O&O UnErase Tech Edition

You are authorized to install and use the software product on all computers. This includes computers that do not belong to the company owning the license (also known as Service Technician's License). This license is bound to a single natural person and is non-transferable.

O&O SafeErase 4 – The Perfect Addition to Your Migration Kit



O&O SafeErase 4

Delete all data from your old computer before you give it away, sell it, or simply get rid of it. This is really the only way of making sure your confidential data never falls into the wrong hands.

O&O SafeErase 4 is available in stores, or directly in the O&O Online Shop:

www.oo-software.com



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