

## UML LAB

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### General License Terms

#### IMPORTANT NOTE

By downloading, installing or copying the Software, by consenting to the agreement (via mouse click or in any other manner), by accessing the Software or by otherwise using the Software, the Licensee declares its agreement to Yatta Solutions' terms hereunder and to any supplementary terms (e.g. the Webshop's General Terms & Conditions). If you accept the License Terms in the name of the Licensee, then you warrant and confirm at the same time that you are entitled to obligate the Licensee to comply with said terms hereunder.

IF YOU DO NOT AGREE to the terms hereunder,

- you may not download, install or copy the Software, or accept the agreement (via mouse click or in any other manner), or access the program, or use the program, and
- you must immediately return the unused (sealed) data carriers, the unused user documentation and any access entitlement certificates to the place where you bought the Software, where any payments made will be refunded. If the Software has been downloaded, all the copies of the Software must be erased.

#### INTRODUCTION

Yatta Solutions GmbH ([Yatta Solutions](#)), a corporation based in Kassel (Germany), develops software products that it distributes both itself and via third parties. Yatta Solutions' product [UML Lab](#) is an application development software of which various editions are available.

In accordance with the following provisions, the Licensee acquires rights of use in the edition of the Software hereunder that it has selected, for the limited License Period (normally one year) and for its own internal business use, but not for further distribution or for re-sale or for any other purpose.

#### 1. DEFINITIONS

1.1 [Download](#) means providing a link for downloading software or software components via the Internet.

1.2 [License Period](#) means the term of the license as given on the License Schedule plus any time extensions, limited in total however to the term of the Software lease.

1.3 [License fees](#) mean the amount having to be paid by the Licensee in return for being allowed to use the Software pursuant to the license agreement.

1.4 **Licensee** means Yatta Solutions' customer, and either a consumer or entrepreneur within the meaning of Section 13 or Section 14 of the German Civil Code.

1.5 **License Schedule** means the document specifying the object (software, edition) and scope (number and category of license keys) of the Software usage that is admissible under these License Terms. The License Schedule is sent in digital form; unless otherwise stated, the invoice serves as documentary evidence of the License Schedule issued.

1.6 **Patch** means a program or program component for remedying software errors.

1.7 **Release** means the delivery, provision for downloading or other mode of publishing a new version of the Software. A **Major Release** contains significant extensions to the program functions; smaller extensions to functions and enhancements and eliminations of errors are provided in a **Minor Release** or **Patch**.

1.8 **Written form** is defined in Sections 126 and 126a of the German Civil Code.

1.9 **Software** (unless otherwise stated) means the computer program **UML Lab** to the enclosed functional specifications which is listed in the License Schedule, in the edition stated and in compiled form, including the relevant user documentation in German or English and any appurtenant updates.

1.10 **Technical Support** means advisory services provided free of charge by way of a customer service pursuant to the Support Policy in force at the time.

1.11 **Text form** means any statement pursuant to Section 126b of the German Civil Code, including email, letter, telefax, etc.

1.12 **Templates** means specific code templates that are used by the Software for generating source code and for reverse engineering.

1.13 **Support Software** means computer programs or parts of computer programs produced by external manufacturers, which are supplied along with the Software from Yatta Solutions.

1.14 **Update** means an up-dated version of the Software for remedying errors or making enhancements.

1.15 **Workaround** means the circumvention or bypassing of a software error without modifying the source code or executable code in an upgrade or update.

## 2. SUBJECT MATTER

### 2.1 SUBJECT MATTER

The subject matter of the Contract is the provision of the Software in the edition selected, for use over the limited License Period and contractual term, including the granting of the rights pursuant to Item 3 hereunder that are required for using the Software in accordance with the Contract.

## 2.2 Agreed Characteristics

2.2.1 The Software's characteristics and functions are conclusively stated in the License Schedule and in the enclosed functional specifications (entitled "Functionality"). The details thus provided are to be regarded as specifications of performance, not as guarantees. A guarantee is only given if it is expressly termed such.

2.2.2 The product specifications, illustrations, drawings, particulars, performance data and other data and information provided on Yatta Solutions' website or otherwise made available, do not constitute a guarantee or any other kind of warranty of specific characteristics (sec. 536 of the German Civil Code).

## 2.3 Other Services

2.3.1 Other services – in particular: certain functional extensions, adjustments to specific (hard- or software) systems not supported by the latest version, installation, maintenance, configuration, training, and other advisory services – are not covered by this Contract and are therefore not owed by Yatta Solutions.

2.3.2 The parties may reach a separate agreement on the provision of such services.

# 3. GRANTING OF RIGHTS

## 3.1 Licensed Rights, Number of Licenses

3.1.1 In accordance with the following Terms, the Licensee is granted the **non-exclusive, non-transferable, worldwide right of use in the Software, which right may not be sub-licensed and is limited in time** to the term of the License and of the software lease.

3.1.2 The type of use that is permitted (in particular the type of hardware on which the Software may be used), the scope of use that is permitted (in particular the number of licensed devices and the number of users, or – in the case of floating licenses – the number of users who may use the Software simultaneously), and the number of licenses granted (number of license keys issued) under each order, all depend on the further agreements reached by and between the parties (as documented in the License Schedule), and in particular on the edition of the Software and the number of licenses for said edition of the Software that are specified in the parties' contractual agreement. The editions available and the respective rights granted in each case are described in the annex [Types of Licenses](#).

## 3.2 Using Templates

3.2.1 The Licensee is also granted the right to modify and use in modified form the templates incorporated in the Software for its own development purposes, or to use the Software to create new templates and subsequently modify and use same. The extent to which this type of use is permitted is the same as that applying to the original software pursuant to Item 3.1.

3.2.2 When the Licensee uses the Software, including the templates, for developing computer programs, small individual extracts from the templates may also be copied into the computer

programs being developed. The Licensee is granted in perpetuity the non-exclusive worldwide right to reproduce and distribute such extracts in modified or unmodified form and to make same available to the public, insofar as such extracts form a constituent part of the computer programs and are required for running them.

3.2.3 For the avoidance of doubt, it is expressly stated that the Licensee's use of the Software merely for its designated purpose does not result in Yatta Solutions acquiring the Licensee's rights in the computer programs or in any parts of the computer programs that are developed by the Licensee with the aid of the Software.

3.2.4 Unless a free edition of the Software is involved, the granting of rights pursuant to the above paragraphs is subject to the condition precedent of payment in full of the license fees owed in accordance with Item 4.

### **3.3 Correcting Errors, Decompilation**

3.3.1 Beyond this, the Licensee is authorized to reproduce, process, decompile or otherwise re-engineer the development stages of the Software solely in accordance with the following provisions.

3.3.2 Reproducing and altering the Software is permitted if and insofar as this serves to eliminate a defect in the Software and Yatta Solutions has defaulted in remedying such defect. If the Licensee calls in a third party for this purpose who works on a commercial basis, then such third party may not be a potential competitor of Yatta Solutions, if there is a risk of any essential program functions or operating principles being disclosed during the elimination of the defect.

3.3.3 Decompiling the code provided is permitted, insofar as such decompilation serves to obtain the information required for achieving the inter-operability of an independently developed computer program, if such information cannot otherwise be obtained without difficulty. Decompilation is only permitted provided the Licensee has previously requested Yatta Solutions for the information that is needed on a time-and-cost basis, and provided Yatta Solutions has failed to comply with such request within a reasonable period.

3.3.4 Moreover, modifications are admissible for which permission may not be refused in accordance with principles of good faith (Copyright Act, Sec. 39 Para. 2).

### **3.4 Backup Copies**

3.4.1 The Licensee is allowed to make backup copies of the Software insofar as they are necessary for the use of the computer program in accordance with its intended purpose.

3.4.2 The Licensee must label each backup copy it makes "Backup Copy" and affix the manufacturer's copyright notice so that it is clearly visible.

### **3.5 Inadmissible Use**

3.5.1 Beyond the instances specified in Items 3.1 to 3.4, the Licensee is not entitled to copy or use the Software in any other manner.

3.5.2 In particular, the Licensee is not entitled to allow third parties to use the copy of the Software that is delivered or any backup that is made, nor is it entitled to sell, lend or hire out the Software, or to sub-license it, or to communicate it to the public or make it available to the public.

### 3.6 Legal Consequences of Inadmissible Use

3.6.1 If the Licensee violates the License Terms, then Yatta Solutions may demand in text form that such violation cease within a reasonable period. If the Licensee fails to comply by the deadline set, then Yatta Solutions may give immediate notice terminating the contract. When such notice is issued, all the rights of use granted hereunder shall immediately revert to Yatta Solutions.

3.6.2 The licensee's obligations in this case are determined by Item **Fehler! Verweisquelle konnte nicht gefunden werden.**; asserting further rights shall in no way be affected by this provision.

## 4. LICENSE FEES

### 4.1 Amount

4.1.1 Unless otherwise agreed, the amount payable in license fees is given in Yatta Solutions' pricelist as applicable on the date when the Licensee places the order.

4.1.2 Unless otherwise stated, statutory turnover tax at the rate in force at the time and any other taxes, duties and levies applicable have to be added to all the prices given on Yatta Solutions' website.

### 4.2 Payment

4.2.1 The full license fees fall due for payment within 14 days of the date of invoice.

4.2.2 If the License Period is renewed, Yatta Solutions may bill the customer for the renewal period as from the date on which termination of the License Period still running can no longer be terminated pursuant to Item 6.2.3 below. In this case also, the license fees fall due for payment within 14 days of the date of invoice.

## 5. LICENSEE'S OBLIGATIONS

### 5.1 Yatta Solutions' Intellectual Property

The Licensee undertakes to heed Yatta Solutions' rights and in particular its intellectual property:

(a) by not exceeding the admissible use pursuant to Item 3 in terms of either quality or quantity;

(b) by not passing on any copies of the Software to third parties and not enabling third parties to make copies;

(c) by neither manipulating the Software hereunder contrary to statutory regulations or contractual provisions, nor enabling this to be done.

## 5.2 Protecting the Software

The Licensee is obligated to take suitable measures to protect the Software – as well as the access data and any License Keys, as the case may be – from access by unauthorized third parties. In particular, all copies of the Software and the License Keys must be kept in a safe place.

## 5.3 Onus of Proof

If the Licensee is an entrepreneur (German Civil Code, Sec. 14), it shall have the onus of proof that all the organizational measures have been taken in an appropriate manner and to a sufficient extent, such as are required to best prevent inadmissible use of the Software by third parties within its area of risk, in particular inadmissible disclosure, copying or publication, and that at a minimum it applies the same degree of care as for protecting its own confidential information.

## 5.4 Obligation to Provide Information

On request, the Licensee shall inform Yatta Solutions about the number of copies and location of the Software put to use by it, its vicarious agents and its sub-contractors.

## 5.5 Post-Contractual Obligations

If notice of termination is given, if the License Period expires, or if the Contract ends for any other reason, then the Licensee must immediately and entirely discontinue using the Software, erase all the installed copies of the Software, delete, destroy or hand over any copies handed over by Yatta Solutions or any backup copies made, and issue legally binding confirmation to this effect if Yatta Solutions so demands.

# 6. TERM, TERMINATION

## 6.1 License Period

6.1.1 Unless otherwise agreed, the License Period shall be one year commencing on the date of contract closure.

6.1.2 During the License Period the Contract can only be terminated if this Contract expressly so provides.

## 6.2 Renewing the License Period

6.2.1 If the Licensee has agreed to an (automatic) renewal of the License Period (e.g. via a mouse click in the Webshop), the License Period shall be renewed on expiry for a further year at a time, subject to Item 12.3.2.

6.2.2 The calendar date shall be decisive. If contract closure is on February 29, then the decisive date in the following year shall be February 28.

6.2.3 In the event of (automatic) renewal having been agreed, the Contract may be terminated by either party giving six weeks notice before the end of the license period running at the time. In any such case, the License Period shall terminate at the end of the year pursuant to Item 6.1.1 or 6.2.1.

## 6.3 Notice for Important Cause

Beyond this, this Contract can be terminated by either party giving notice for important cause.

## 6.4 Formal Requirements for Giving Notice

Notice of termination must be given in text form.

# 7. DELIVERY & PROVISION OF THE SOFTWARE

## 7.1 Delivery or Provision of Software

7.1.1 After contract closure and at the latest immediately after receipt of payment, Yatta Solutions shall make the Software available to the Licensee for downloading through the Internet from its website<sup>1</sup>.

7.1.2 Yatta Solutions shall send the Licensee the access data required for logging into the protected area on its website.

7.1.3 Instead of providing a Download pursuant to Item 7.1.1, Yatta Solutions is entitled to let the Licensee have a copy of the Software hereunder – as well as of the appurtenant user documentation – on a suitable data carrier, or to transmit same to the Licensee in digital form using some other suitable medium.

## 7.2 Supporting Software

7.2.1 Yatta Solutions' Software may be licensed and supplied or made available in combination with supporting software from other providers.

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<sup>1</sup> Website: <http://www.yatta.de/> or <http://www.uml-lab.com/>

7.2.2 The Licensee's usage of any supporting software shall depend on the terms of the respective license applying. Yatta Solutions' License Terms shall have priority over the terms of any other license.

7.2.3 Supporting software shall be in particular:

- ANTLR (New BSD License<sup>2</sup>),
- Apache Foundation Libraries (Apache Software License 1.1 und 2.0<sup>3</sup>),
- ASM (Objectweb ASM License<sup>4</sup>),
- CSS/Events/SMIL/SVG APIs (W3C Software License<sup>5</sup>),
- Eclipse Bundles (EPL 1.0<sup>6</sup>),
- Google Collections (Apache Software License 2.0),
- Hamcrest (New BSD License<sup>7</sup>),
- ICU (ICU License<sup>8</sup>),
- Java Extension APIs (CDDL 1.0),
- Java Servlet API (Apache Software License 2.0),
- Java SE Runtime Environment (JRE) 6, Java FX Runtime (Oracle Java License<sup>9</sup>)
- Jetty (Apache Software License 2.0),
- Jdom (Jdom License<sup>10</sup>),
- Jsch (JCraft License<sup>11</sup>),
- Junit (Common Public License 1.0<sup>12</sup>),
- NSIS Installer (zlib/libpng<sup>13</sup>),
- Sat4j (EPL/LGPL Dual License 1.0<sup>14</sup>),
- SVN Connectors (EPL 1.0),
- yFiles Layouter (yFiles Java Project License<sup>15</sup>).

### 7.3 Provision of the License Key

7.3.1 A License Key must be entered to activate the Software or enable all its functions.

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<sup>2</sup> License terms available at: <http://www.antlr.org/license.html>

<sup>3</sup> <http://www.apache.org/licenses/LICENSE-1.1> und <http://www.apache.org/licenses/LICENSE-2.0>

<sup>4</sup> <http://asm.ow2.org/license.html>

<sup>5</sup> <http://www.w3.org/Consortium/Legal/2002/copyright-software-20021231>

<sup>6</sup> <http://www.eclipse.org/legal/epl-v10.html>

<sup>7</sup> <http://code.google.com/p/hamcrest/source/browse/trunk/hamcrest-java/license.txt>

<sup>8</sup> <http://source.icu-project.org/repos/icu/icu/trunk/license.html>

<sup>9</sup> <http://java.com/de/download/license.jsp>

<sup>10</sup> <http://www.jdom.org/docs/faq.html#a0030>

<sup>11</sup> <http://www.jcraft.com/jsch/LICENSE.txt>

<sup>12</sup> <http://www.eclipse.org/legal/cpl-v10.html>

<sup>13</sup> <http://nsis.sourceforge.net/License>

<sup>14</sup> <http://www.eclipse.org/legal/cpl-v10.html>

<sup>15</sup> [http://www.yworks.com/de/products\\_yfiles\\_sla.html](http://www.yworks.com/de/products_yfiles_sla.html)

7.3.2 Depending on the rights that have been acquired, Yatta Solutions shall make the License Keys available to the Licensee in a suitable manner (email, post, download) on receipt of payment.

7.3.3 Until the License Key is entered, use of the Software is restricted and only possible for a limited period (30 days at the most).

## 8. UPDATES, TECHNICAL SUPPORT

### 8.1 Support Policy

8.1.1 Yatta Solutions offers Updates and technical support for its products as laid down in the [Support Policy \(Annex\)](#) as amended at the time. This does not apply to licenses for which no charge is made, and in particular not to the FREE Trial.

8.1.2 In the event of the License Period being renewed in accordance with Item 6.2, the Licensee agrees to the continued application of the Support Policy as revised at the time by Yatta Solutions.

8.1.3 The Licensee must ensure that its email address is up-to-date at all times to enable notification about any amendment to the Support Policy.

8.1.4 Item 2.3 shall apply *mutatis mutandis*.

### 8.2 Technical Support

8.2.1 During the License Period, the Licensee is entitled to avail itself of the technical support free of charge. The type and scope of technical support provided is laid down in Yatta Solutions' Support Policy as revised at the time (Item 8.1).

8.2.2 Item 9.4 shall apply *mutatis mutandis* to making use of the technical support.

### 8.3 Updates

8.3.1 Yatta Solutions provides Updates to continuously improve its Software. Subject to Item 12.3.2, the Licensee is entitled to use Updates at no charge during the License Period.

8.3.2 Updates are provided to the Licensee by Yatta Solutions as Releases and Patches for downloading from its website<sup>16</sup> or update site<sup>17</sup> through the Internet. Yatta Solutions shall send the Licensee the access data required for logging into the protected area on its website. Instead of a download, Yatta Solutions is entitled to provide Releases and Updates to the Licensee on a suitable data carrier, or to transmit same to the Licensee in digital form using some other suitable medium.

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<sup>16</sup> Website: <http://www.yatta.de/> or <http://www.uml-lab.com/>

<sup>17</sup> Address is integrated in the Software or will be supplied by Support.

8.3.3 Unless otherwise stated in the Support Policy, the sole object of technical support pursuant to Item 8.2 is the latest version of the Software, following installation of all the latest Updates.

## 9. WARRANTY

### 9.1 General

9.1.1 Subject to the provisions of Item 11 applying to free licenses, Yatta Solutions provides a warranty in accordance with the following provisions. No warranty is given that the Software is suitable for a specific purpose. In particular, no warranty of specific characteristics is given. Item 2.2 must be taken into account.

9.1.2 The Licensee's attention is drawn to the possibility of thoroughly testing the Software prior to purchase by way of the FREE Trial.

### 9.2 Scope of the Warranty

9.2.1 Yatta Solutions warrants that the Software's contractually agreed quality characteristics shall be maintained throughout the contractual term (License Period), and that no third-party rights conflict with using the Software in accordance with the Contract.

9.2.2 Material defects and defects in title occurring in the Software shall be eliminated by Yatta Solutions within a reasonable period of their being reported by the Licensee. Any errors shall be remedied by making free subsequent repairs or a free substitute delivery, at Yatta Solutions' option, and in particular by supplying, transmitting or providing an Update, by way of a Patch or Release, or by notification of a Work Around.

9.2.3 The Licensee may derive the right to give notice from deprivation of use pursuant to Civil Code, Sec. 543 Para. 2 Clause 1 No. 1 solely if subsequent repairs or substitute delivery fail. Such failure shall only be deemed the case if Yatta Solutions has had sufficient opportunity to render post-performance, if post-performance is impossible or is refused or unreasonably delayed by Yatta Solutions, if there are well-founded doubts as to whether post-performance will succeed, or if post-performance cannot reasonably be expected for other reasons.

9.2.4 For the avoidance of doubt, Item 10 also applies to any damages caused by a breach of the above warranty.

### 9.3 Special Provisions for Entrepreneurs

If the Licensee is an entrepreneur within the meaning of Sect. 14 of the German Civil Code, it must inspect the Software for obvious defects without delay, i.e. at the latest within three days of delivery, and any defect discovered must immediately be reported to Yatta Solutions in writing, failing which Yatta Solutions' guarantee for such defect shall be excluded. The same applies if any such defect is subsequently discovered. Section 377 of the German Commercial Code applies. Providing software products for the Customer to download from a server through the Internet shall also be deemed a delivery within the meaning of this clause.

## 9.4 Licensee's Obligations to Cooperate

9.4.1 The Licensee is responsible for describing any defects occurring and their respective symptoms as best as possible, in order for them to be reproduced and subsequently eliminated. The time at which each defect occurred and the accompanying circumstances must be specified in sufficient detail.

9.4.2 As regards content, format, type and scope, descriptions of defects should be provided in accordance with the provisions of Yatta Solutions' Support Policy pursuant to Item 8.1. At its own discretion, Yatta Solutions shall provide suitable media and tools for this to be done (e.g. email address, telephone hotline, trouble ticket system, support forum).

## 10. LIABILITY

### 10.1 Liability

10.1.1 Yatta Solutions shall be liable towards consumers (Civil Code, Sec. 13) in accordance with (a) and towards entrepreneurs (Civil Code, Sec. 14) in accordance with (b) below.

(a) Yatta Solutions shall have unrestricted liability towards consumers in cases of intent, gross negligence, mortal injury, physical harm or health damage, and to the extent of any guarantee it has assumed. In the event of a breach of **cardinal duty** pursuant to Item 10.1.2 that is due to slight negligence, Yatta Solutions shall assume liability that is limited to the foreseeable damage typical for the type of contract.

(b) Yatta Solutions shall have unrestricted liability towards entrepreneurs in cases of intent, a breach of **cardinal duty** pursuant to Item 10.1.2 that is due to gross negligence, mortal injury, physical harm or health damage, and to the extent of any guarantee that has been assumed. If a cardinal duty is breached due to slight negligence, or if a contractual obligation that does not constitute a cardinal duty is breached due to gross negligence, Yatta Solutions shall assume liability that is limited to the foreseeable damage typical for the type of contract.

10.1.2 Cardinal duties are obligations having to be performed in order to attain the contractual purpose in the first place, and which the parties may therefore rely on being performed.

10.1.3 Even if liability applies pursuant to Item 10.1.1, liability for loss of data vis-à-vis both consumers and entrepreneurs shall be limited to the time and cost for restoring the data that would have been incurred if data backups in accordance with Item 10.3.2 had duly been made to cover the risk.

10.1.4 The limitations set forth above in Items 10.1.1 through 10.1.3 also apply to claims for the payment of damages caused by initial defects in the Software.

10.1.5 The statutory regulations laid down in the Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

## 10.2 Exclusion of Liability

10.2.1 Beyond the provisions of Item 10.1 above, Yatta Solutions' liability for whatsoever legal cause is excluded.

10.2.2 In particular, this also applies to liability for lost profits, failure to make savings, losses ensuing from third-party claims, and any other direct or indirect consequential damage.

## 10.3 Minimizing Damage, Joint Fault

10.3.1 The Customer is under obligation to do everything necessary and reasonable in order to avert or minimize damage.

10.3.2 In particular, the Licensee is under obligation to save its data at regular intervals (at least once a day), to protect its computer systems by taking appropriate precautionary measures and by regularly testing for viruses and other malware, and to carefully test any other software to the extent that is required and reasonable.

## 10.4 Yatta Solutions' Vicarious Agents & Representatives

The above limitations of liability pursuant to Item 10 also apply to the personal liability of Yatta Solutions' managerial agents, employees and vicarious agents.

# 11. FREE LICENSES

## 11.1 Free Licenses

Yatta Solutions offers free licenses for expressly specified purposes, in particular:

- a **UML Lab FREE Trial** for testing UML Lab, offered to interested customers and for marketing purposes;
- a **UML Lab Academic License** for use in research and teaching;
- **Beta versions** for testing new versions of the Software before regular Updates are published.

## 11.2 Special Provisions on Support, Liability and Warranty

11.2.1 For free licenses, Yatta Solutions does not provide any technical support (Item 8.2) or offer any warranty or assume any liability pursuant to Items 9 or 10.

11.2.2 Yatta Solutions shall only be liable in cases of intent or gross negligence, and shall only provide a guarantee if it has concealed a defect with malicious intent. Liability for gross negligence shall be limited to the foreseeable damage typical for the type of contract, unless and to the extent the matter involves claims for damages by the Licensee that are based on mortal injury, physical harm or health damage.

11.2.3 The statutory regulations laid down the Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

11.2.4 Items 10.1.3 and 10.4 apply.

## 12. FINAL PROVISIONS

### 12.1 Restructuring, Transferal of Rights

12.1.1 Rights and obligations created under the Contract shall remain unaffected by any transformation or restructuring of the parties' respective business organizations, even if this leads to business segments being spun off or to new entities being incorporated.

12.1.2 Apart from this, the Customer is not authorized to transfer any rights deriving from his business relationship with Yatta Solutions.

### 12.2 Setoff, Right of Retention

12.2.1 The Customer may only offset those of Yatta Solutions' claims which are undisputed or have been declared *res judicata* by a court of law.

12.2.2 If the Customer is an entrepreneur (Sec. 14 of the German Civil Code), he is only entitled to exercise right of retention in respect of claims created under the respective Contract that have been declared *res judicata*.

### 12.3 Ancillary Agreements, Updating the License Terms, Written Form

12.3.1 All the annexes mentioned in the Contract (Functionality, Types of Licenses, License Schedule, Pricelist) and any supplementary provisions (e.g. Webshop Terms & Conditions for any purchases made from the Yatta Solutions Webshop) constitute an integral part of the Contract.

12.3.2 Yatta Solutions reserves the right to update these License Terms on issuing new Releases, Patches and Updates, or if the License Period is renewed. The updated terms shall be brought to the attention of the Licensee for approval. Other than in warranty cases pursuant to Item 9, the Licensee shall not be entitled to use Releases, Patches or Updates or to renew the License Period unless it has issued approval; however, it may continue using the Software until the end of the License Period still running.

12.3.3 Any amendments and supplements to the Contract must be done in writing; this also applies to any amendment to this clause on written form itself. Yatta Solutions does not recognize the Licensee's terms and conditions, unless Yatta Solutions expressly agrees in writing to their application.

### 12.4 Dates

Any dates given for delivery, installation, Updates or support are not binding, unless expressly termed otherwise.

### 12.5 Data Protection

12.5.1 Yatta Solutions complies with the provisions of the German Data Protection Act and Tele-Media Act.

12.5.2 For all other issues regarding permission granted by the Licensee and for further information on the collection, processing and use of data, reference is made to the data protection policy that can be retrieved in printable form via the link "[Data Protection](#)" on Yatta Solutions' website at any time.

## **12.6 Severability**

12.6.1 If any provision of the Contract is ineffective, this shall not affect the validity of the remaining provisions.

12.6.2 The parties undertake to immediately replace the ineffective clause with a valid provision that approximates the business purpose of the ineffective clause as nearly as possible.

## **12.7 Governing Law, Venue**

12.7.1 German law applies exclusively.

12.7.2 If the Customer is a merchant as defined in the Commercial Code (HGB) or a legal person under public law or a special fund under public law, then exclusive venue for all and any disputes arising from contractual relations between the Customer and Yatta Solutions shall be Kassel.

## UML LAB

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### Types of Licenses

Yatta Solutions offers various editions of UML Lab in accordance with the following specifications and restrictions on use:

## 1. GENERAL PROVISIONS ON TYPES OF LICENSES

### 1.1 Single User License

1.1.1 Unless otherwise stated, each license with one license key ([Single User License](#)) relates to one particular user ([User](#)) and one of the Licensee's workstations ([Computer](#)); the User must be an Entitled Person pursuant to Item 1.3. The number of versions of the software that are installed or put to use in any other manner may not exceed the number of licenses or license keys.

1.1.2 Rules on making backups remain unaffected by Item 1.1.1 above.

### 1.2 Floating License

1.2.1 Floating Licenses may be used simultaneously by any of the Entitled Persons pursuant to Item 1.3, heeding the number of licenses granted. Irrespective of this number, the Licensee may install the software pursuant to Item 1.3.2 on any number of Computers at its place of business.

1.2.2 In order to use Floating Licenses, the Licensee must install the UML Lab license management software on a computer suitable for the purpose ([Server](#)) or get access to such a Server. A volume license key has to be entered to activate the license management software. The license management software and the volume license key may only be used on a single Server.

1.2.3 For using the software, the license management software issues floating client licenses to the Users ([Clients](#)). The Clients have to have to be connected to the Server via a network in order to exchange (issue or return) a Floating License; access data is required.

### 1.3 Entitled Persons

1.3.1 Under the license terms, the entitled users are the Licensee himself and members of staff working at the same place of business, including any free-lancers likewise working at the same place of business (jointly: [Entitled Persons](#)).

1.3.2 A place of business is a self-contained part of a company (e.g. a site, a department or a division, e.g. a development team). For companies with a workforce of less than 100 and only a single location, the place of business always means the whole enterprise.

## 1.4 Other Provisions

1.4.1 Apart from this, UML Lab complies with the attached functional specifications (“Functionality”).

1.4.2 In all other respects, the General License Terms apply, which in the event of any doubt have priority over the annexes Types of License and Functional Specifications.

## 2. GENERAL TYPES OF LICENSES

### 2.1 Desktop Edition

2.1.1 The Desktop Edition is a version of the software for which a license is granted for a single User to run the software on a single Computer, as defined in Item 1.1.

2.1.2 The Desktop Edition has only restricted functions and does not support any version management. Versioned files (e.g. source text files, model files, etc.) cannot be loaded or processed with the software.

### 2.2 Professional Edition

2.2.1 The Professional Edition is likewise a version of the software for which a license is granted for a single User to run the software on a single Computer, as defined in Item 1.1.

2.2.2 The Professional Edition does not have restricted functions and supports various version management systems; the license management software for volume licenses is not integrated in the Professional Edition.

### 2.3 Corporate Edition

2.3.1 The Corporate Edition is a version of the software designed for server-client use under a volume license providing Floating Licenses as defined in Item 1.2.

2.3.2 Each Corporate Edition includes license management software for one Server, and is supplied with a volume license key for the respective number of Floating Licenses.

## 3. SPECIAL TYPES OF LICENSE

### 3.1 Customized Edition

3.1.1 The Customized Edition is a special version of the software that has been adapted for a certain Licensee in accordance with a separate consultancy agreement, and for which Yatta Solutions provides maintenance services and customer care as defined in the License Agreement.

3.1.2 Depending on the specific agreement reached, a Customized Edition is available with both Single User Licenses and Floating Licenses. Further details are given in the license schedule.

## 4. FREE TYPES OF LICENSES

### 4.1 FREE Trial and Beta Versions

4.1.1 The UML Lab FREE Trial and any Beta versions are for testing the software; they are not meant for productive operation.

4.1.2 In derogation from Item 6.1.1 of the General License Terms, the license period for UML Lab FREE Trial or a Beta version is 30 days, unless otherwise stated. On expiry of the license period for a FREE Trial, a user is no longer entitled to use another FREE Trial for a further 12-month period.

4.1.3 Beta versions are not regular releases of the software; they are special issues for voluntary preliminary testing by advanced users. They may therefore only be used in a suitable test environment.

### 4.2 Academic License

4.2.1 The Academic License is a special type of license for use in education and research. Using it for commercial purposes is not permitted.

4.2.2 In derogation from Item 1.3, only higher education facilities and schools, their members of staff working in education and research, and students and scholars at such institutions are entitled to use the software under an Academic License; Item 1.3.2, Clause 1 applies *mutatis mutandis*.

4.2.3 In order to use an Academic License, the higher education facility or school has to register with Yatta Solutions. After the registration has been approved, Yatta Solutions provides an appropriate number of licenses for education and research purposes.

4.2.4 At its own option, Yatta Solutions may provide the software under an Academic License by way of both Single User Licenses or Floating Licenses. Yatta Solutions may provide Floating Licenses by means of its own Server; Yatta Solutions has the right to restrict usage of Client Floating Licenses to a designated IP address or range and limit their lease time.

## UML LAB

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### Support Policy

As a service for customers, Yatta Solutions provides technical support for UML Lab in accordance with the following provisions:

#### 1. GENERAL

##### 1.1 Service Hours

Yatta Solutions' service hours are:

- (a) Monday to Friday, 9:30 a.m. until 6 p.m.
- (b) Except on bank holidays in the State of Hesse and Germany.
- (c) Yatta Solutions is closed from Christmas Eve (24.12.) until New Year's Day (01.01.) inclusive, and no customer services are available during that time.

##### 1.2 Service Requests

During service hours, Yatta Solutions' team responds to requests for technical support for UML Lab. Customers can contact us in various ways, as they think appropriate.

##### 1.3 Note

Before turning to our technical support, customers are kindly requested to check Yatta Solutions' Forum and Trouble Ticket System first of all, to find out whether

- (a) a similar query has already been made, or
- (b) the issue has already been dealt with, or
- (c) a solution to the problem is already available.

Our aim here is to avoid repeat requests and ensure that queries are dealt with as quickly as possible, so that our service is continuously improved. As in an open community we also offer our customers opportunities to exchange ideas and information directly, at the same time actively contributing ourselves as well.

#### 2. TECHNICAL SUPPORT

Customers can choose between various ways of contacting Yatta Solutions' technical support. They are at Yatta Solutions' sole discretion:

## 2.1 Trouble Ticket System

2.1.1 Yatta Solutions uses a Trouble Ticket System for maintaining its software. Various topics are documented here in so-called [Tickets](#) (e.g. functional requirements, software errors, etc.).

2.1.2 The Tickets can be fully or partly accessed via Yatta Solutions' website. Customers can also find information there about problems that have already been reported and the stage that processing them has reached.

2.1.3 Customers can create a Ticket in two ways:

(a) A Ticket can be created via UML Lab's report function ([Report Issue](#)). To do this, the computer must be online. Apart from the details given in the user's description of the error, UML Lab also transmits the following information to Yatta Solutions:

- System details about the computer on which UML Lab is installed, i.e.
  - the Java version,
  - the operating system (e.g. Windows 7 64-bit, Linux, MacOS), and
  - the UML Lab edition and version being used.

In addition, users can also send the following at their own option:

- file attachments for reproducing the error (provided this is expressly permitted by the user), and
- an email address, login to the Trouble Ticket System, or other contact details in the event of a return query.

(b) A Ticket can be created via [Support](#) on Yatta Solutions' website.

2.1.4 The Trouble-Ticket System may only be used by licensees of UML Lab, including users of free license types. Contributed tickets may be marked as public or non-public at Yatta Solutions' sole discretion. In all other respects the [Forum terms](#) apply *mutatis mutandis*.

## 2.2 Email

Yatta Solutions' customer service can also be contacted by email at:

[support@yatta.de](mailto:support@yatta.de).

## 2.3 Telephone

Last but not least, Yatta Solutions can be contacted by phone at:

+49 (0)561 57432776655

## 2.4 Forum

2.4.1 Additional to the support services Yatta Solutions runs an Internet Forum to assist its customers, where they can exchange ideas and information and contribute to the Yatta Community.

2.4.2 On using the Forum, each user agrees to the der [Forum Terms & Conditions](#).

## 3. TECHNICAL SUPPORT LIMITS

### 3.1 Limited Capacity

We aim to always provide excellent customer service, and the qualified staff on our technical support team is thoroughly equipped to do so. Nonetheless our capacity is limited, and so customers are kindly requested to bear with us if ever we do not manage to answer a query in person or to process a request straightaway. You can be absolutely sure though that we always do our utmost to deal with every single issue without any undue delay.

### 3.2 Distinction Between Advisory and Other Support Services

3.2.1 We assist licensees by providing technical support to deal with technical problems occurring in UML Lab software; however, we are not actually under any legal obligation to find a solution to the technical problems reported to us by licensees, except in warranty cases.

3.2.2 Technical support is not intended for providing advice on merely how to use UML Lab (usability, installation, training, etc.): the software contains a number of help topics for this purpose, e.g. a tutorial in the form of a guided tour, Eclipse Cheat Sheets, as well as hints. In Yatta Solutions' Forum, our customers and partners can also consult each other about using the software, and our own team also makes active contributions to the Yatta Community.

3.2.3 Nor is technical support intended for adapting UML Lab to licensees' individual requirements (customizing, consulting), or for extending functions for this same purpose.

Note: A separate agreement can be reached with Yatta Solutions or with relevant partners for this kind of service, if and as required – in particular: extending certain functions, making adjustments, installation, maintenance, configuration, training, and other advisory services. Please contact us for further details.

3.2.4 Our technical support team will also be pleased to receive suggestions for extending functions and for UML Lab's further development and maintenance.

### 3.3 Licensee's Co-Operation

3.3.1 It is up to the user to describe any errors occurring and their related symptoms as best as possible, in order to enable us to reproduce and subsequently eliminate them. The times when an error occurs should be given, and the circumstances in which any defects have been observed should be described in as close detail as possible.

3.3.2 Error reports should be as detailed as possible, and at a minimum they must provide the following information:

- System specifications about the computer on which UML Lab is being used, namely:
  - the Java version,
  - the operating system (e.g. Windows 7 64-bit, Linux, MacOS), and
  - the UML Lab edition and version being used.
- Details about the software components affected.

3.3.3 For processing purposes, the following details are also required:

- the name of the licensee,
- the UML Lab serial number to identify the licensee,
- the name of the user or a contact person,
- a telephone number or email address in the event of any return queries, and
- information about the reason for contacting us, e.g.
  - error report,
  - extending functions, or
  - other comments.

## 4. UPDATES AND PATCHES

### 4.1 Updates

4.1.1 Yatta Solutions issues updates for continuously improving its software. Updates are made available to licensees by posting releases and patches on Yatta Solutions' website or update site that can be downloaded via the Internet. Yatta Solutions will send the licensee any access data required for logging into a protected area on its website. Instead of providing downloads, Yatta Solutions is also entitled to send the licensee releases and updates on a suitable data carrier, or to transmit them digitally using some other appropriate medium.

4.1.2 Technical support is provided exclusively for the most recent version of the software at the time, following installation of all the latest updates.

## 5. OTHER PROVISIONS

In all other respects the General License Terms apply, which in the event of any doubt have priority over this Support Policy or any other annexes.

## UML LAB

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### Functionality

UML Lab is a modeling IDE for the modeling and programming of software which is integrated into the Eclipse open source development environment. The software extends the Eclipse IDE by providing a tool for the visual modeling of software and for aligning model and source code.

## 1. DIAGRAM EDITOR

UML Lab incorporates an editor for modeling software by means of diagrams based on the required UML specification.

### 1.1 UML Lab modeling editor – scope of functionality

The UML Lab diagram editor enables diagram files with the following UML syntax elements to be created, displayed, modified and stored:

- Association
- Aggregation
- Class
- Composition
- Dependency
- Enumeration
- Extension
- Generalization
- Interface
- InterfaceRealization
- Package
- PackageImport
- Stereotype
- Usage

In addition to the above, secondary elements are also supported, including Property, Operation and Literal.

### 1.2 Operating functionality

The diagram editor is operated using the mouse and keyboard. Elements are added to a diagram using the tool palette on the right-hand side of the diagram or using mouse gestures. Selected elements can be deleted using the keyboard or the main menu.

## 2. ROUND-TRIP-ENGINEERING<sup>NG</sup>

UML Lab Round-Trip engineering uses specified text (**templates**) not just for code generation, but also for Reverse Engineering. The templates can be created and/or edited by the user; templates are also supplied with UML Lab. Round-Trip-Engineering<sup>NG</sup> enables model and source code to be aligned with each other using the following functions:

## 2.1 Code generation

UML Lab uses a variety of Eclipse technologies (principally Xpand/Xtend) for generating codes. The code generator processes UML syntax elements, as listed in greater detail in Item 1.1, and generates source code from these by means of templates. Templates in Xpand template language are used for configuring the code generator.

## 2.2 Template-based Reverse Engineering

For Reverse Engineering, all the available templates are aligned with the source code to be imported. In this process, the mechanism attempts to reconstruct a model which generates the imported source code again. Where a model already exists, an attempt is made to adjust this with as few modifications as possible so that the result generates the imported source code.

### (a) Limits to template-based Reverse Engineering

The option of constructing models completely and unambiguously using templates from existing source code is restricted for mathematical reasons. UML Lab Reverse Engineering produces complete and unambiguous results where:

- the expressions used in the templates (see Item 2.3) are unambiguously reversible
- partial information, which is determined for one source code file in each case, can be combined to produce a complete model, or
- partial information can be used for the local modification of an existing model without giving rise to contradictions when generating code again.

UML Lab checks whether the existing source code in its available form can be generated from the model. Where the above conditions are not met, Reverse Engineering will produce either no results or suboptimal results only.

Where the results for one individual model element are obtained from several source code files, these are merged into sets. In the event of conflicts arising between the individual results, the last source code file to be processed takes precedence.

### (b) Dealing with deviations

Where deviations occur between model and source code, UML Lab takes the user to an error dialog screen in order to establish how this should be dealt with. The user has the option of buffering the deviations that have occurred and allowing them to be incorporated continuously into code generation, or alternatively of undoing the modifications made to the model.

In individual cases, Reverse Engineering may not be able to deliver any result at all to the source code files specified and no associated elements will be applied in the model. Subsequently, the existing source code file will not be overwritten by the code generator.

## 2.3 Templates

For template-based Round-Trip-Engineering, a subset of the template language Xpand is used. The following language constructs from Xpand are supported:

- IMPORT
- EXTENSION
- FILE
- EXPAND
- FOREACH
- IF
- LET

Please note: For Reverse Engineering, the file name of the FILE instruction must be taken from the content of the generated file.

In addition, the following language constructs of the expression language Xtend are also supported:

- Extension (except for Create-~)
- Select
- Typeselect
- Set operations: union, toList, size, get, indexOf, contains, isEmpty
- Switch
- Cast

The use of other language constructs from Xtend is permitted for code generation; however, these are not processed through UML Lab Reverse Engineering. In this case, it will not be possible to create the complete model from the source code, should the situation arise.

## 2.4 Operating Round-Trip-Engineering<sup>NG</sup>

Round-Trip-Engineering<sup>NG</sup> is used with a variety of wizards that can be accessed by the user via the main menu and/or the context menu. Source code can also be imported using template-based Reverse Engineering by dragging & dropping the respective files.

After first carrying out Round-Trip Engineering, code model alignment is automatically performed for manual modifications made to a source code file, and this applies equally to modifications in the model. The alignment is carried out as standard at the point when the source code file resp. the model/diagram is saved.

Please note: The standard Round-Trip-Engineering<sup>NG</sup> procedure on saving can be disabled via the menu and subsequently initiated manually.

Weitere Benutzerinformationen finden sich in der UML Lab Guided Tour sowie in der Benutzerdokumentation.

More user information is provided on the UML Lab Guided Tour and in the user documentation.

We would particularly like to bring to users' attention the FREE TRIAL offered by Yatta Solutions so that users can try out UML Lab and Round-Trip-Engineering<sup>NG</sup> at no charge.

## 2.5 Templates supplied

Yatta Solutions supplies a standard set of templates with UML Lab:

### Standard Java

Contains a general template set for Round-Trip Engineering of Java source code from a UML model. This creates source code for the following UML elements:

- Association
- Class

- Enumeration
- Generalization
- Interface
- InterfaceRealization

The template set abstracts attributes and associations for UML implementations from technical access methods.

## JPA

A template set for the Round-Trip Engineering of data models according to the JPA Standard. In this process, abstraction is carried out from technical access methods and from annotations of the JPA Standard. In addition, cross-references are triggered in the model between annotation attributes and declarative descriptors. UML Lab supports the following data-related subsets of annotations from JPA Version 1.0:

- AssociationOverride
- AssociationOverrides
- AttributeOverride
- AttributeOverrides
- Basic
- CascadeType
- Column
- DiscriminatorColumn
- DiscriminatorValue
- Embeddable
- Embedded
- EmbeddedId
- Entity
- Enumerated
- GeneratedValue
- Id
- IdClass
- Inheritance
- JoinColumn
- JoinColumns
- JoinTable
- Lob
- ManyToMany
- ManyToOne
- MappedSuperclass
- OneToMany
- OneToOne
- PrimaryKeyJoinColumn
- PrimaryKeyJoinColumns
- SequenceGenerator
- Table
- Transient
- UniqueConstraint
- Version

## Legacy Templates

An essential template set for the Reverse Engineering of [legacy code](#). Legacy templates serve as a fallback in the event that the remaining templates are unable to create the existing source code. This template set does not abstract from the details of the source code, but instead reproduces it as far as possible 1:1.

## 2.6 Integrating users' own extensions

2.7 UML Lab can be extended as defined by the user using code styles in the form of UML profiles and templates. For UML Lab to function correctly, users' own templates need to be syntactically correct in terms of the re-check in the template editor. Otherwise, the limitations referred to in Item 2.2(a) apply accordingly.

User-defined profiles cover the UML elements Stereotype, Stereotype Attribute and Extension, as well as associations with pre-defined metaclasses.

## 3. SYSTEM REQUIREMENTS

### 3.1 Minimum requirements

The following minimum requirements apply to the different operating systems where UML Lab is available:

#### Windows operating systems

- Windows XP / Windows Vista / Windows 7 – in each case 32-bit or 64-bit
- 1 GB free working memory
- 500 MB free hard disk space

#### MacOS operating systems

- Mac OS X, Leopard 10.5, Java 1.5 64-bit
- 1 GB free working memory
- 500 MB free hard disk space

#### Linux operating systems

- Kernel 2.6, Java 1.5 32-bit or 64-bit, GTK+ 2.4.1
- 1 GB free working memory
- 500 MB free hard disk space

### 3.2 Sonstige Systemvoraussetzungen

In addition to these, other requirements may arise as a result of the support software used, and in particular due to the Eclipse IDE which is supplied or in use.

We cannot guarantee the compatibility of UML Lab with third-party software or hardware which is not listed enumeratively and ultimately as support software or listed in any other way.

## 4. GLOSSAR

4.1 **Code Generation** – also known as forward engineering – refers to the function of creating source code from the model in diagram form using templates.

4.2 **Diagram(s)** refers to one or a number of graphic diagrams for reproducing a model by means of various UML syntax elements, as described in greater detail in Item 1.1.

4.3 **Eclipse IDE** refers to Eclipse Foundation's integrated development environment (**IDE**) which is available for software development under Eclipse Public License (**EPL**) as open source software.

4.4 **JPA (Java Persistence API)** refers to the standard JSR 317<sup>1</sup> for data storage based on databases using Java applications.

4.5 **Mouse gestures** refer to the option of editing diagrams using drag & drop actions. More detailed information is provided on the UML Lab Guided Tour.

4.6 **Model** refers to the architecture of a software; in the case of UML Lab, the model consists of the syntax elements referred to in Item 1.1.

4.7 **Source code, code** or **program code** refer to the source code of a computer program written in a programming language which is human-readable.

4.8 **Reverse Engineering** converts source code – or the modifications made to it – into a model. The model can be reproduced and edited by means of one or a number of diagrams.

4.9 **Round-Trip-Engineering<sup>NG</sup>** refers to the template-based alignment of model and source code using UML Lab.

4.10 **Templates** are specified texts which are used in the conventional manner for code generation – and for Reverse Engineering using Round-Trip-Engineering<sup>NG</sup> and UML Lab as well.

4.11 **UML** refers to Unified Modeling Language™, specified by the Object Management Group (OMG). The specification for UML Version 2.2 which is used can be accessed at <http://www.omg.org/spec/UML/2.2/>.

4.12 **Xpand** refers to a template language integrated<sup>2</sup> in Eclipse. Xpand is used by UML Lab for code generation.

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<sup>1</sup> <http://jcp.org/en/jsr/detail?id=317>

<sup>2</sup> <http://wiki.eclipse.org/Xpand>

# UML LAB

## Price List

Under the General License Terms, the following license fees apply to [UML Lab](#) as from 1 November 2010 unless otherwise agreed:

### 1. GENERAL TYPES OF LICENSES

Name / UML Lab Edition	Fee per year and license <sup>1</sup>
Desktop Edition	EUR 199.00
Professional Edition	EUR 280.00
Corporate Edition <sup>2</sup>	EUR 340.00

### 2. SPECIAL TYPES OF LICENSES

Customized Edition	Variable
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The license fees for [UML Lab Customized Edition](#) vary, depending on the scope of adjustments required and what they involve; they are therefore agreed with the customer individually for the work actually done (consulting, customizing).

### 3. FREE TYPES OF LICENSES

Description	Purpose <sup>3</sup>
FREE Trial or Beta version	Trial
Academic License	Research and Teaching

<sup>1</sup> The prices given are for a Single User License / Floating License and apply for a 12-month period; value added tax has to be added, together with any other taxes, duties and levies that may be incurred.

<sup>2</sup> The minimum order quantity is 10 Floating Licenses.

<sup>3</sup> The General License Terms apply in conjunction with the specifications given in the annex Types of Licenses.