

© 0&0 MediaRecovery 6

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http://www.oo-software.com

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# About O&O MediaRecovery 6

Thank you, for choosing O&O MediaRecovery!

It's happened to the best of us: with the blink of an eye important files can be deleted and presumed lost forever. Whether the result of a computer virus, a software error, or user error, this can be devastating. Important documents and business data aside, in the age of digital photography the loss of a captured moment can be irreplaceable.

When such a disaster strikes, what can be done? Many users cut their losses and accept that their files are lost. However, this is not necessarily the way it has to be. O&O MediaRecovery is a software restoring media data, such as picture, video- or music data. Even if Windows, except the garbage bin, does not offer the possibility for restoration, you can now restore madia data with O&O MediaRecovery. An easy quick and secure job. Accompanied by an on-screen assistant, you are guided through the data recovery process, step-by-step. When all is finished you will be able to use the once-deleted data just as before.

We hope this product is a joy for you to use and saves you valuable time at home and the workplace.

Yours O&O Software

www.oo-software.com

More:

Important Information About Data Recovery

What you should do when data accidentally gets deleted

**Quick Start** 

Getting started

# Overview of important features

Besides the continuous maintenance and enhancement of the existing program components, you will find several additional new and helpful features in Version 6. With additionally integrated search algorithms, known by our highly acclaimed test winner O&O UnErase, you can now search for lost data even more effectively with O&O MediaRecovery. The list of supported files was also enhanced so that more than 80 file types and file enhancements can be processed. The advanced data rescue assistant guides you intuitively through the search and restoration process.

- NEW: Additionally integrated search techniques:
- Quick search for files, even on very large disks (O&O UnErase)
- NEW: Enhanced file type recognition; more then 80 file types and different file extensions from all current media application can be processed.
- NEW: Advanced Wizard to search and restore
- Deep search for files on destroyed partitions and disks
- Preview for some file types before the data restoration
- Disks can be rescued, where the file system have been damaged or destroyed by software
- Searches and restores especially small files (O&O-DeepScan-function)

- The active O&O-RawScan function ignores the file system and thus also rescue formatted disks.
- Supports all hard disks, changeable drives (e.g. ZIP) a memory cards as well as USB sticks, CompactFlash and most of the digital cameras
- Supports 64-Bit systems

# Important Information About Data Recovery

If you would like to restore mistakenly deleted files, you should try to avoid, as much as possible, writing to the affected disk.

O&O Media Recovery is able to restore data, in which the directory structure and the information is already deleted or have been overwritten. This can happen when a partition is formatted or new files are created. O&O MediaRecovery can search out files and restore them as valid files thanks to special processes.

Unfortunately, not all files can be recovered without error. Highly fragmented files can make it very difficult, if not impossible, to recover. In such a case, the regular use of a defragmentation tool such as <a href="Moleon Defrag">O&O Defrag</a> can not only help you avoid this problem, but also can strongly contribute to the improved performance of your system. Advice: Don't defragment your disk after your data got lost.

Please note, however, that it may not be possible to restore all deleted data. If the areas, where the deleted data was located has already been overwritten, it is not possible to restore it with O&O MediaRecovery. If some areas have been partly overwritten, some files may be incomplete possibly leading to errors.

Should you have further questions, you can always contact our technical support team. Please note that we can only provide this support for registered users of the software according to their individual license agreements. However, in conjunction with our subsidiary <a href="Moleon Services GmbH">O&O Services GmbH</a>, our support staff would be more than happy to offer you fee-based assistance in rescuing your lost data.

Note: Please do not delete any data for fun or for test purposes without first making a backup copy using e.g. <a href="Modes of your important">Modes of your important</a> data and store them in a safe place.

#### More:

What you should do when data accidentally gets deleted

# What you should do when data accidentally gets deleted

If possible, do not save anymore data onto the system after the data in question have been deleted. Close all applications without saving any data to the disk or other data storage media (if possible). Even searching or downloading data rescue programs from the Internet can overwrite areas of your hard disk, restoring your lost data is thus complicated or even becomes impossible.

Shut down the computer if unsure.

Think calmly about how the data were deleted. Try not to panic and quickly restore the data in question. Reckless behavior can lead to even more data loss.

Make sure that the files are not located in the Windows Recycle bin

If the data is really deleted, you should employ O&O MediaRecovery for the data rescue.

If you have O&O MediaRecovery already installed, start the program and follow the instruction as written in the chapter <u>Getting started</u>.

# Preparing for an emergency

- 1. Install O&O MediaRecovery on the computer, on which you want to restore data if an emergency arises.
- 2. Register O&O MediaRecovery with the acquired license code. Without a valid license code it will not be possible to restore data with O&O MediaRecovery.
- 3. All necessary preparations are now complete. If you have to restore data due to an emergency, follow the instructions in the section Getting started or Quick Start

# System Requirements

- System Requirements of each operating system needs to be fulfilled
- 50 MB free hard disk space
- Windows<sup>™</sup> 2000, Server 2003, XP, Vista®, Server 2008 (all editions, from Windows<sup>™</sup> XP/Server 2003 32 Bit/64 Bit)

In order to install and use O&O MediaRecovery you need to be a member of the local administrator group or hold equivalent access rights. If you are a domain administrator, you normally already possess such permissions.

# Installation

Installing O&O MediaRecovery is very easy. Please follow the steps below:

- 1. Start the computer on which you want to install O&O MediaRecovery.
- Sign in as an administrator or equivalent.
- 3. Start the installation file of O&O MediaRecovery, which you have either downloaded from our Webserver or is located on your CD-ROM.
- 4. Once you have successfully initialized the Setup Program, follow the instructions in the dialogs to install O&O MediaRecovery.
- 5. Also, you can decide if you want to grant access to O&O MediaRecovery the current or all users.

#### More:

Note about Licensing

Enter license

Uninstall

# Note about Licensing

O&O MediaRecovery needs to be licensed for each computer, in other words, you need to acquire a license for each computer where you use O&O MediaRecovery. You are not allowed to transfer this license on another computer.

Test version

If you do not enter a valid license key, you can use O&O MediaRecovery as test version. The test version allows you to search for lost files, yet it cannot restore them. Restoration is only available in the full version. Should you have any questions, please contact our Support Team.

## Enter license

In order to activate the product after installation or to gain access to the Full Version at a later time, you must possess a valid license key. This license key is also called a registration code, serial number, or product ID.

The dialogue for registration always appears automatically at the start to guide you if you are using an unregistered version or have entered the registration code incorrectly.

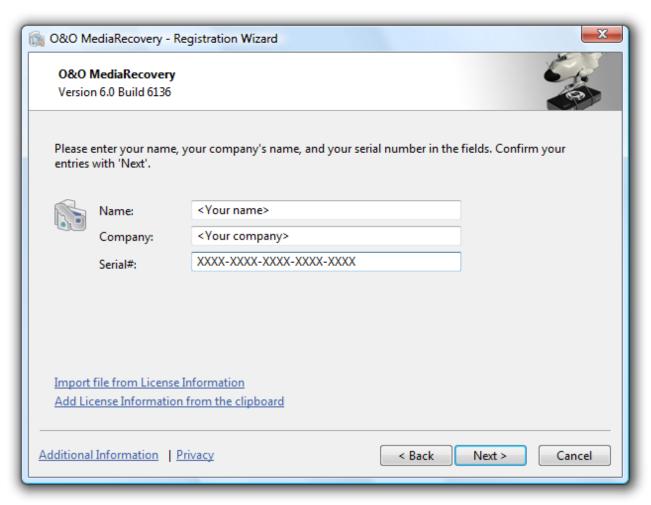
The registration wizard allows for a simple registration process. When you select the option Enter your Registration Code, a dialogue box will appear where you can enter the registration code you received when purchasing the software. Please make sure that you do not confuse the digit "1" with "1" or enter any empty spaces where they don't belong.

Press Next to save the registration data or Cancel to leave the dialogue without saving the data.

When you have correctly entered the license code you will receive confirmation in the dialog window.

Should you run into any problems when entering your registration code, please contact our Support Team.

Note: If you have not entered a valid license key, you can use O&O MediaRecovery as test version. The test version allows you to search for lost files, yet it cannot restore them. Restoration is only available in the full version. Should you have any questions, please contact our Support Team.



Registration Wizard: Enter the License Key

## Uninstall

- 1. To remove O&O MediaRecovery from your system, open the control panel from the Start menu settings and select Software.
- 2. Please select O&O MediaRecovery from the list of installed software products and click on Add/Remove.
- 3. Confirm the deinstallation of O&O MediaRecovery. Once uninstallation is complete you will receive a confirmation message, O&O MediaRecovery is now removed from your system.

# Updates of O&O MediaRecovery

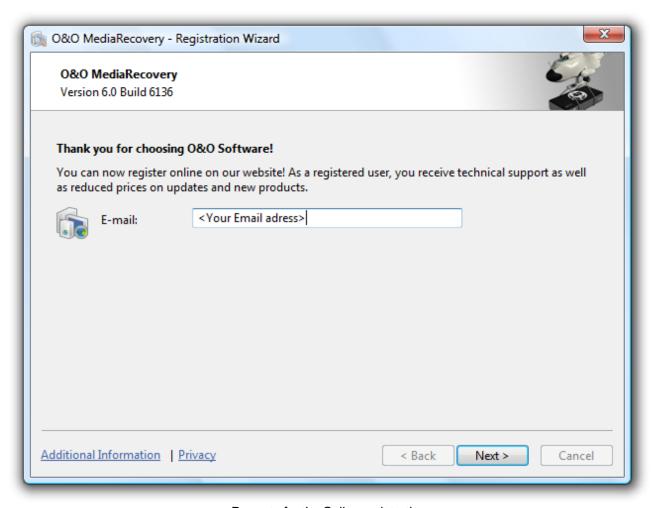
If you want to Update O&O MediaRecovery to a newer version, you will need a license key. Please follow the following directions:

- 1. Start the installation of O&O MediaRecovery.
- 2. Follow the normal O&O MediaRecovery installation.
- 3. Once finished, the new version is fully installed.

# Online registration

In order to register online, you will need the license key, which you have received when you purchased the program.

If you'd like to register online, start the O&O Program. The questions related to online registration always appear at the start, provided you haven't registered online.



Prompts for the Online registration

#### More:

What are the advantages of registering online

How does online registration work?

What are the advantages of registering online?

Online registration gives you the benefit of having your customer data kept safely on our files, which means we can provide you with even better service. This comes in very handy if, for example, you're unable to find the access code to your product. You can then quickly and easily request it from us. You will need the license key for Updates or if you reinstall your O&O programs because you had to set up your computer again.

Further advantages will let you:

- Be supplied with the latest information about our products
- Make free updates on new versions of purchased items (minor updates)
- Upgrade to a new version at a special discount price (major update)
- Obtain support from our Customer Service
- And much, much more...

## How does online registration work?

If your O&O program was purchased on our Online Shop, you've automatically registered with us. If you start the Installation from the CD, you will be asked, if you want to register online. You then have the option of either registering immediately or at another time. All you'll need is a functioning Internet connection and a valid license key.

You may also complete the online registration form right here:

## http://www.oo-software.com/register

Just return the completed online form by clicking "Send" and you'll be eligible to take full advantage of our O&O Customer Service.

# **Quick Start**

Connect the drive, from which you would like recover data, to your computer. It is necessary that your computer is running a compatible version of Windows.

- Start O&O MediaRecovery over Start/All Programs/O&O Software/O&O MediaRecovery.
- 2. After the start you will get to the drive selection by clicking on Next. Select the drive on which you would like to recover data and confirm by clicking on Next.
- 3. Confirm the initial data recovery settings on the next page by click on Next.
- 4. After the scan for deleted data has been completed you may now select from the list of folders and files the deleted files you would like to restore. With some file types (e.g. pictures) you can see the content of the file. This function is activated with preview.
- 5. Clicking Next will lead you to the selection of the target folder. In this folder your restored files will be saved.
- 6. In the next step the files will be restored. After this is complete, you will be able to view a status report of all actions taken up to this point. You can now end O&O MediaRecovery.

Note: Please make sure that there is sufficient disk space on your system and the target folder is not located on the drive where you would like to recover the deleted data.

# Getting started

The following chapters will explain how to rescue data after a successful installation O&O MediaRecovery.

#### More:

Start O&O MediaRecovery

Selecting a Drive

Selecting Files

Selecting a Target Folder

Saving Files

Completing the Data Recovery

Saving a Data Recovery and Continuing it later

# Start O&O MediaRecovery

For this start O&O MediaRecovery either over the desktop link or under Start/All Programs/O&O Software/O&O MediaRecovery. You can also have online help displayed by clicking Help or pushing F1.

As soon as O&O MediaRecovery starts you start with the data recovery or continue with a previously saved data rescue. Clicking Next will take you to the Drive Selection dialog box. You can close O&O MediaRecovery at all times by clicking Cancel.

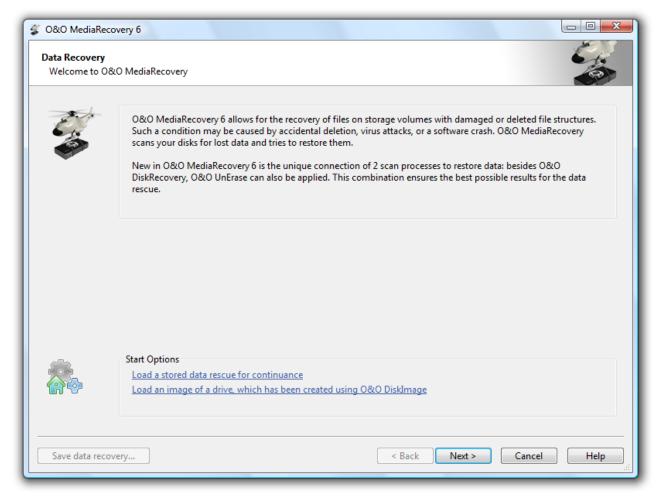
Loading a saved data recovery

- 1. Select Load a stored data rescue for continuance and select the file with the data rescue. Such a file generally has the extension DRD.
- 2. The data recovery information will be loaded afterwards. Then you will be able to continue with your data rescue. If the data volume on which you would like to recover data is not present on your system, an error message will appear.

Execute data rescue from an image

Our data imaging programm O&O DiskImage can be used to create a direct forensic 1:1 image of the affected disk. This image (\*.omg) can be mounted under Windows as a drive, and you can then try to rescue you data with O&O MediaRecovery. The advantage is that the original disk will no longer be needed and thus can be used for other measures, such as sending it to a data rescue facility.

Under Load an image of a drive, which has been created using O&O DiskImage you can load a
created image (\*.omg), and then run the data rescue from there.



Start up dialogue box of O&O MediaRecovery

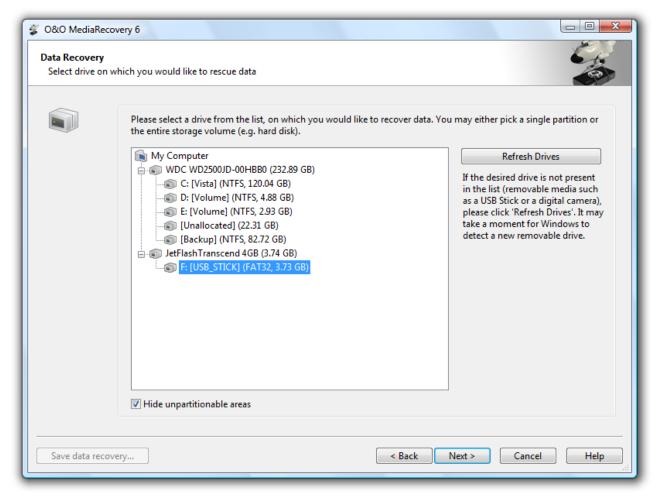
# Selecting a Drive

Select the drive, where you want to search for the deleted data. You can either select a partition (e.g. C: or D:) or an entire hard disk. You can select any type of storage volumes, e.g. USB Sticks and Memory-Cards of digital cameras. Clicking Next will end the Drive Selection dialog box.

As a standard, the areas which cannot be partitioned are hidden. Unselect Hide unpartitionable areas, if you want to make these areas visible.

Compared to the areas that cannot be partitioned there might also be areas, which are not partitioned. These areas are not available as partitions for Windows, but can be searched by O&O MediaRecovery. These areas are displayed in the partition list of a hard disk as RAW or "not allocated".

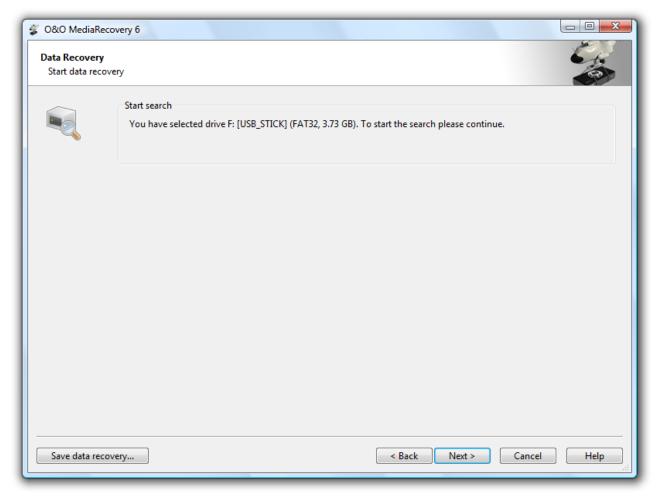
If you want to add drives after starting O&O MediaRecovery (e.g. USB-Sticks or digital cameras), then they will be displayed whenever you click on Refresh Drives. Then, the drive list will be reread and displayed.



Selecting a Drive

## Start Search

Click in the dialogue on Next to start the search for deleted files. Depending on the size of the disks, this procedure can take several hours.



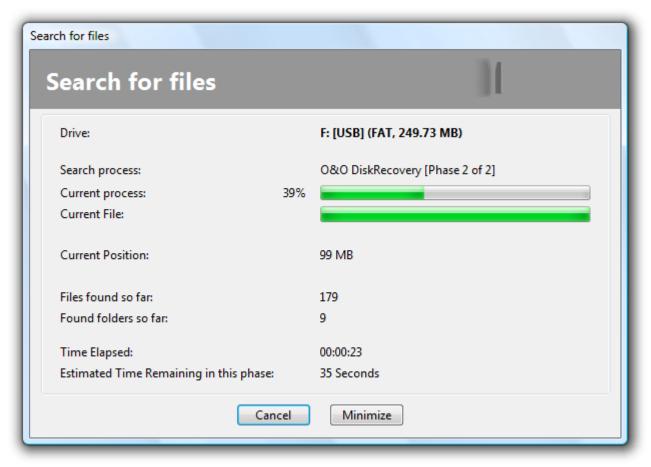
Start Search

# Run Search

During the scan you will be informed on the advance of the scan over the status dialogue of O&O MediaRecovery. In it you will find the overall progress of the scan, the progress pertaining to a specific file, and the number of files found to this point.

The elapsed time, as well the estimated time remaining, can also be found here.

You can minimize O&O MediaRecovery by pressing the minimize button in the title bar. Anytime pressing Cancel will interrupt the search operation. When the scan is interrupted you will be returned to the previous page of the assistant where you will be given the option of resuming the scan or running it again.



Scan

# List of Supported File Types

O&O MediaRecovery can search and recover the following media file types:

File extensions	Description	Publisher	File group	Preview
Al	Adobe Illustrator Format	Adobe	Graphics	
AIF	QuickTime File	Apple	Movies	
AM	Sound File Format		Audio	
ANI	Animated Pointer	Microsoft	Graphics	
ASF	Advanced Stream- ing Format	Microsoft	Movies	
AU	Sound Player File	Sun Micro- systems	Audio	

AVI	Audio Video Inter- laced File	Microsoft	Movies	
BLD	3D Home Architect	3D Home	Graphics	
ВМР	Windows Bitmap	Microsoft	Graphics	$\checkmark$
воо	FrameMaker Format	Adobe	Graphics	
CDR	Corel Draw 8/9/10/11/12/X3	Corel	Graphics	
CDT	Corel Draw Tem- plate File	Corel	Graphics	
CIFF	CIFF Format	Canon	Digital camera RAW-For- mat	
CLP	Windows Clipboard Format	Microsoft	Graphics	
CMX	Corel Clipart	Corel	Graphics	
CONT	Contax Raw Format	Contax	Digital camera RAW-Format	
CPT	Photo-Paint Image	Corel	Graphics	
CR2	CR2 Format	Canon	Digital camera RAW-Format	
CUR	Cursor File Format	Microsoft	Graphics	
DBx	Microsoft Picture Catalog	Microsoft	Graphics	
DCM	DICOM Medical Imaging Data		Graphics	
DCR	Shockwave Director File	Macromedia	Graphics	
DIB	Device-Inde- pendent Bitmap graphics	Microsoft	Graphics	

DRW	Micrografx Designer Format	Micrografx	Graphics	
DSC	Rollei Raw Format	Rollei	Digital camera RAW-For- mat	
DWG	AutoCAD File Format	Autodesk	Graphics	
DXR	Protected Movie File	Macromedia	Movies	
EMF	Windows Enhanced Meta File	Microsoft	Graphics	
FH8	Freehand File Format	Macromedia	Graphics	
FLA	Flash Movie Author- ing File	Adobe (Mac- romedia)	Movies	
FLC	Autodesk Animator File	Autodesk	Graphics	
FOV	Foveon Raw Format	Foveon	Digital camera RAW-Format	
FPX	FlashPix Format	Kodak	Graphics	
FUJI	Fujifilm Raw For- mat	Fujifilm	Digital camera RAW-Format	
GIF	GIF 87a/89a	Compuserve	Graphics	$\checkmark$
ICO	Windows Icon File	Microsoft	Graphics	<b>V</b>
IFF	Deluxe Paint Image	Electronic Arts	Graphics	
IMG	GEM Paint	Digital Research, Inc.	Graphics	
INDD	InDesign	Adobe	Graphics	
JP2	JPEG 2000 File	Joint Pho- tographic Experts Group	Graphics	<b>V</b>

JPG	JPEG (EXIF Format)	Joint Pho- tographic Experts Group	Graphics	<b>V</b>
JPG	JPEG (JFIF Format)	Joint Photographic  Experts Group	Graphics	₩
LBM	DeluxePaint Bitmap	Electronic Arts	Graphics	
M4A	MPEG-4 Audio Layer	Moving Pictures  Experts Group	Audio	
MID	MIDI File Format	Microsoft	Audio	
MINO	Minolta Raw For- mat	Minolta	Digital camera RAW-Format	
MOD	CAD File	Dassault Sys- tèmes	Graphics	
MOV	Quicktime Movie Format	Apple	Movies	
MP3	MPEG 1.0 Layer 3 (V2.0)	Moving Pictures Experts Group	Audio	
MPE	Media Player Format	Microsoft	Movies	
MPG	MPEG 1 Video	Moving Pictures Experts Group	Movies	
MSP	Microsoft Paint	Microsoft	Graphics	
NCR	NCR Image	NCR	Graphics	
PAL	Palette Format	Microsoft	Graphics	
РВМ	Unix Portable Bit- map Graphic	Free Software Foundation	Graphics	

PCX	PCX File Format	Zsoft	Graphics	<b>V</b>
PGM	Portable Graymap Graphic		Graphics	
PIC	PC Paint	IBM	Graphics	
PNG	Portable Network Graphics	Free Software Foundation	Graphics	<b>V</b>
PPM	PBM Portable Pix- elmap Graphic	Free Software Foundation	Graphics	
PSD	Photoshop Graphic	Adobe	Graphics	
PSP	Paint Shop Pro Graphic	Jasc Software, Inc.	Graphics	<b>V</b>
PXN	Fotoman Raw For- mat	Logitech	Digital camera RAW-For- mat	
QXD	QuarkXpress	Quark	Graphics	
RAS	Sun Raster Image	Sun Micro- systems	Graphics	
RAW	RAW RGB 24-bit Graphic		Graphics	
RGB	Silicon Graphics RGB Bitmap	Silicon Graphics	Graphics	
RLE	Run Length Encoded Bitmap		Graphics	
RM	RealPlayer File	RealNetworks	Audio	
RMI	MIDI Sequence File	Microsoft	Audio	
RTD	Render File	Ragtime	Graphics	
SCT	SciTex Continuous Tone	Kodak	Graphics	
SKF	AutoSketch File	Autodesk	Graphics	

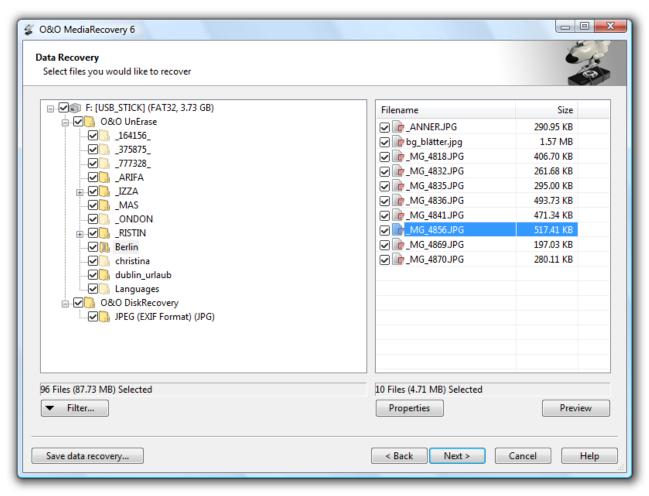
SWF	Shockwave Flash File	Adobe (Mac- romedia)	Movies	
TGA	Truevision Targa Graphic		Graphics	$\checkmark$
TIF	Tagged Image File Format	Adobe	Graphics	<b>V</b>
VOB	DVD Video Movie File	Moving Pictures Experts Group	Movies	
WAV	Windows Audio	Microsoft	Audio	
WBMP	Wireless Bitmap File Format		Graphics	
WMA	Windows Media Audio File	Microsoft	Audio	
WMF	Windows Metafile Format	Microsoft	Graphics	$\checkmark$
WMV	Windows Audio/Movie File	Microsoft	Movies	
WPG	WordPerfect Bit- map/Vector	Corel	Graphics	
XBM	X Bitmap Graphic		Graphics	
XPM	X Picsmap Graphic		Graphics	

The listed company and product names are trademarks of the corresponding owner.

## Select files to be restored

After the scan has been completed, the files found will be displayed in two lists; The left list includes folders, which were found for each data rescue option (O&O UnErase, O&O DiskRecovery), the right list includes found files of the selected folders. By selecting a specific file type, the corresponding files on the right list will change.

When your selections are made, click on Next to continue to the next step.



Select Files

#### More:

**Preview** 

Filter

## Preview

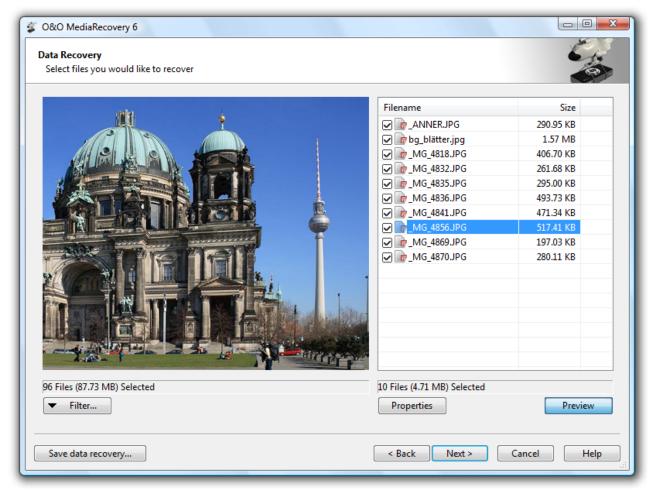
Many image and text files can be previewed prior to their recovery.

To activate the preview select the file type group on the left and then click on Preview. If the button is grayedout, these types of files cannot be previewed.

With the preview function active, click on the file you would like to preview.

To deactivate the preview function, click again on Preview.

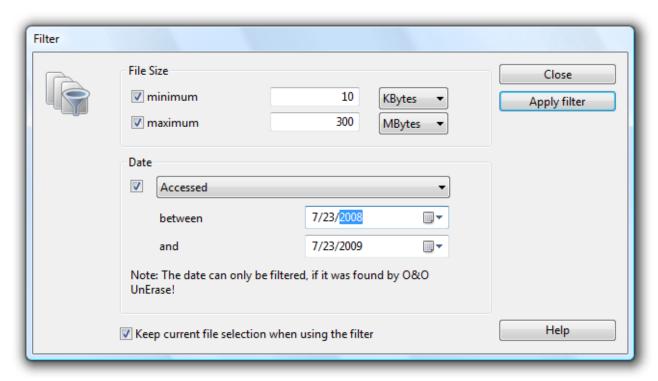
Note: The fact that a preview is not available for some files does not rule out the chance for a successful and flawless restoration of those files. This function should not be seen as a way to judge the quality of a pending restoration, but rather as a means to make the file identification process easier.



Preview function

## Filter

With the Filter option it is possible to include or exclude specific files from the list depending on their size. To do so, enter the size range in which the desired files should fall. You can also stipulate whether the filter should consider all files, only those previously selected, or only those you previously left unselected.



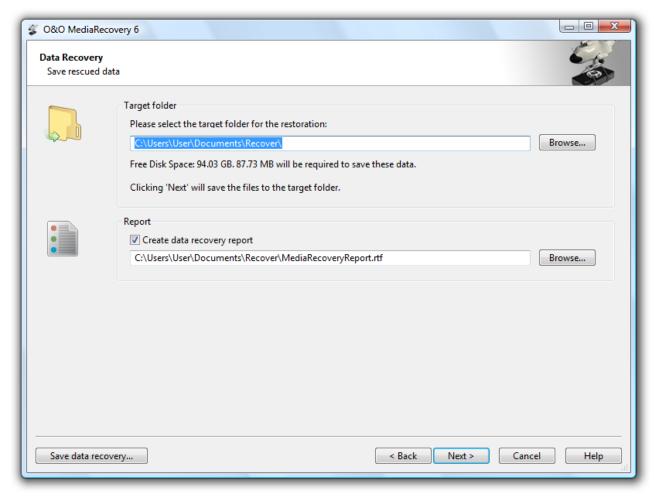
Applying a filter

# Selecting a Target Folder

To recover selected files you need to enter a saving location. By default your 'My Documents' folder is set, but any folder, including network folders, may be selected for this. O&O MediaRecovery automatically creates a sub-folder, where the restoration will be performed. Because an individual subfolder is created for every file type recovered, it is advised that you select a target folder that is new or empty. In addition, it is possible to create a report regarding the completed data recovery.

- Enter the target folder for the data to be rescued. If it does not exist yet, it will be created automatically. Confirm the corresponding dialogue question.
- Click Next to initiate the recovery of data.

Note: Please bear in mind that the target folder cannot be located on the same partition from where the data is to be restored! Also do not forget to make sure you have enough storage capacity on disk to facilitate the newly recovered files. Note: If you only have one partition (e.g. only "C:"), you will need an external disks to save the data to be restored, e.g. USB-Stick.



Select target folder for the data rescue

#### More:

Create a data rescue report

## Creating a Report

Activating this option will enable you to view a detailed report regarding the completed data recovery session. You can have this report saved to a different target folder as that in which the recovered files are to be saved. As a standard it will be created with the name "MediaRecoveryReport.rtf" in the target folder.

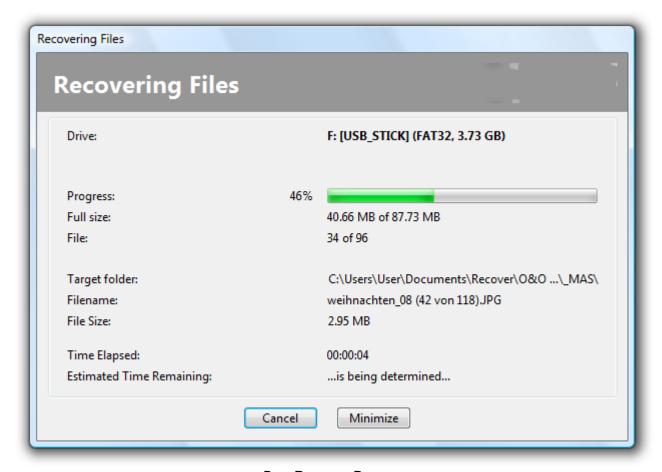
The reports are saved in Rich Text Format (RTF) and can be viewed and printed with the help of applications such as WordPad, Microsoft Word, or any other text editing programs.

# Saving Files

While saving files, you will be informed on the progress in the status dialogue of O&O MediaRecovery. Information, such as overall progress and the total size of the saved files, is displayed in real-time as the operation progresses.

The elapsed time, as well the estimated time remaining, can also be found here.

You can minimize O&O MediaRecovery by clicking the minimize button in the title bar. Pressing Cancel will interrupt the saving operation. When the operation is interrupted you will be returned to the previous page of the assistant where you will be given the option of changing the target directory and reselect the files to be recovered. Please note that all files that have already been successfully saved will be unselected so that you can continue to save files where you left off.

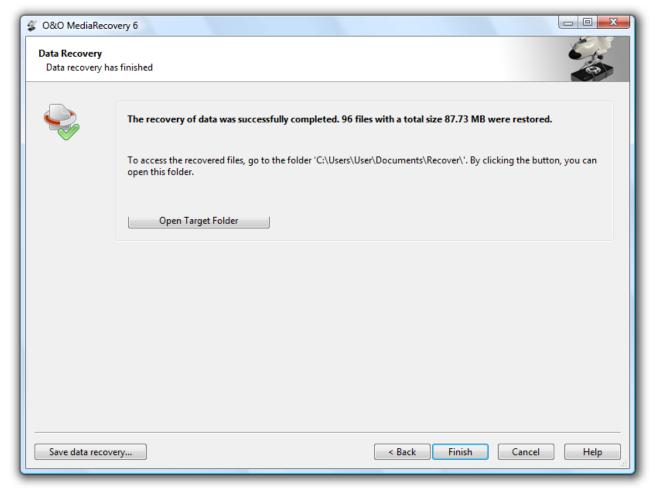


**Data Recovery Progress** 

# Completing the Data Recovery

After the successful recovery of files is completed, a summary of the data recovery will appear. From here you can Open Target Folder and immediately access the restored files.

By clicking Finish O&O MediaRecovery will be closed.



Completing the Data Recovery

# Saving a data recovery and continuing it later

At any time you can interrupt the data recovery operation and continue it at a later time. In the bottom-left-hand corner of the Assistant you will find a button entitled Save Data Recovery. This will open a dialog box that will allow you to save the current data recovery.

After the data rescue is successfully saved, it is possible to start the with O&O MediaRecovery at a later time. Further information on this subjet can be found in the section "Start O&O MediaRecovery".

Please note that the save function is only possible when you have made changes to the default data recovery settings.

# Support und Contact

To receive more information on O&O MediaRecovery, visit our website <a href="http://www.oo-software.com">http://www.oo-software.com</a>, which provides you with the latest updates and developments of our products. Also included on our website are regularly updated FAQs and Knowledge Bases that address the most common problems and questions regarding our products.

All registered customers receive installation and product support, free of charge, for the first 90 days after registration. When contacting our Support Team, please do not forget to have your registration code available.

In addition, it may be helpful to read our frequently asked questions (FAQ) section of our website before you contact our support department. It is always possible that your specific question or problem may have already been addressed.

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#### **Authorized Resellers**

Our authorized reseller partners in over 30 countries stand ready to assist you with answers to all questions regarding the licensing and purchase of our software products. Their names and addresses may be found on our website, under the heading "Partner - Find Resellers". We would also be more than happy to assist you in finding the partner closest to you.

# End user license agreement 2.1 (EULA)

**O&O** Software

General and Specialized Section

#### 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. 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 form (Binary code) 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 http://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 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 taken into consideration when they are supplied in writing or by E-mail to the address or E-mail address indicated on http://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 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 the software 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 Websitehttp://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 (http://www.oo-software.com/). The separate price list concerning O&O Volume Licenses will apply to extending the rights of use without redelivery.
- (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 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 surrendering 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.

- 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 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) Please inform O&O if you learn of any software descriptions that include functions and properties not mentioned in the documentation.
- (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 cancelation 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.

If it turns out that a reported problem did not arise as a result of a defect in the software and if you can be accused of malice or gross negligence, then O&O is entitled to invoice you for: 1) services; 2) the expenses for analysis and; 3) correction of the problem, according to the amount stated in the price list.

- (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.

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

E-Mail info@oo-software.com / sales@oo-software.com, Web www.oo-software.com

# Special section

O&O BlueCon

Important note on the Windows PE Start CD

The Microsoft® Windows™ Preinstallation Environment contained in this hardware or this software may only be used for starting, diagnosing, setup, restoration, installation, configuration, testing or disaster recovery.

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 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. Usage within the terms of this contract is not achieved without the application 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 the Windows 2000 Professional or Windows XP (all Editions) or Windows Vista (all Editions) operating systems. Usage within the terms of this contract is not achieved without the application of these operating systems.

#### O&O CleverCache Server Edition

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. Usage within the terms of this contract is not achieved without the application of these operating systems.

#### O&O Defrag

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

## O&O Defrag Professional Edition

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

#### O&O Defrag Workstation 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. 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 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. Usage within the terms of this contract is not achieved without the application 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 contained in this hardware or this software may only be used for starting, diagnosing, setup, restoration, installation, configuration, testing or disaster recovery.

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 the Windows 2000 Professional or Windows XP (all Editions) or Windows Vista (all Editions) operating systems. Usage within the terms of this contract is not achieved without the application of these operating systems. Control of the program through a network management is not possible.

## O&O DiskImage Professional Edition and Special Edition

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

#### O&O DiskImage Workstation 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. 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 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. Usage within the terms of this contract is not achieved without the application 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.

#### **0&0** DiskRecovery

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. Usage within the terms of this contract is not achieved without the application 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 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 the Windows 2000 Professional or Windows XP (all Editions) or Windows Vista (all Editions) operating systems. Usage within the terms of this contract is not achieved without the application of these operating systems.

## O&O DiskStat Workstation 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. The O&O Disk-Stat 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 DiskStat Server Edition

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. Usage within the terms of this contract is not achieved without the application of these operating systems.

#### **0&0 DriveLED**

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

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

#### **0&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 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. Usage within the terms of this contract is not achieved without the application of these operating systems.

## **0&O FormatRecovery**

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. Usage within the terms of this contract is not achieved without the application 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

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. Usage within the terms of this contract is not achieved without the application of these operating systems.

## O&O PartitionManager

Important note on the Windows PE Start CD

The Microsoft® Windows™ Preinstallation Environment contained in this hardware or this software may only be used for starting, diagnosing, setup, restoration, installation, configuration, testing or disaster recovery.

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. Usage within the terms of this contract is not achieved without the application 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.

#### O&O RescueBox

Important note on the Windows PE Start CD

The Microsoft® Windows™ Preinstallation Environment contained in this hardware or this software may only be used for starting, diagnosing, setup, restoration, installation, configuration, testing or disaster recovery.

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 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. Usage within the terms of this contract is not achieved without the application 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 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. Usage within the terms of this contract is not achieved without the application of these operating systems.

#### **0&0** UnErase

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. Usage within the terms of this contract is not achieved without the application 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 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.