



 O&O UnErase 6

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## About O&O UnErase 6

These days the mistaken deletion of files is by far the most common cause of data loss. Windows tries to avoid this problem with the recycle bin function – a sort of "clipboard" for deleted files. When the recycle bin is emptied these files disappear leaving the user with the assumption that these files are now forever lost.

O&O UnErase can help you in this case. With the explorer-style file structure from O&O UnErase you can navigate through your deleted files just as if they had never been deleted. With one click of the mouse you can restore single files or entire folders. Whether it be those accidentally deleted text documents or those great photos from your last vacation, O&O UnErase can restore all data stored on drives recognized and monitored by Windows\*. With the detailed search function you are able to tailor your search to a specific set of parameters that can increase the speed and precision of your results.

We hope you enjoy our product and that it saves you valuable time, both at work and at home!

Your O&O Software team

<http://www.oo-software.com>

**Important!** When you realize data has been deleted, stop all activity on the computer and immediately start O&O UnErase to restore the missing data. Sometimes, when too much time has elapsed since deletion, deleted files can be overwritten when other data are saved to the disk. This can hinder any chance of a successful restoration. This is why O&O UnErase should be installed before any data loss occurs to allow for the quick and easy response to any problem.

\* Except disks formatted with an exFAT file system.

### More:

[Preparing for data rescue](#)

[How to increase the chances of a successful restoration of data?](#)

[Technical limitations of data restoration software](#)

## Overview of new and known functions

- NEW: Restoration on network drives (Shares and UNC).
- NEW: Enhanced search algorithm for texts within the files, also non-Ansi texts can be recognized correctly.
- NEW: Supports Windows® 7 and Windows® Server 2008 R2
- Restoration of files and folders that have been deleted already
- Supports all Windows® recognized storage volumes\*
- Supports all Windows® known file systems (except exFAT)
- Advanced options for more detailed search of deleted files.
- User interface in Windows explorer style
- Use on all Windows systems, also server systems
- No limits in the number of the restorable files

\* Except disks formatted with an exFAT file system.

## Preparing for data rescue

The correct behavior when faced with the loss of important data can contribute greatly to your chances of a successful data restoration. It is important to understand that when data are deleted, they are simply reclassified on the hard disk or memory card as "free". This allows the computer to overwrite and therefore destroy those deleted data. Once the data is deleted there are no simple tools available to restore them.

To be prepared for an emergency it is important to [install](#) O&O UnErase before any data loss occurred on your computer. This will dramatically increase your chances to restore your data after an accidental deletion or a system crash.

1. Install O&O UnErase onto the computer on which you would like to restore data should an emergency arise.
2. Register O&O UnErase with the purchased license code. Without a valid license code it will not be possible to restore data with the software.
3. All necessary preparations are now complete. If an emergency does indeed occur, please follow the instructions in the section entitled [Using O&O UnErase in case of emergency](#).

## How to increase the chances of a successful restoration of data?

When data is mistakenly deleted on your computer it is very important to do the following to maximize your chances of a successful data restoration. Should you have further questions, you can always contact our technical support department. Please note that we can only provide this support for registered users of the software according to their individual license agreements.

- Do not save any more data onto the system!
- Close all applications without saving any data to the disk (if possible).
- Shut down the computer.
- 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.
- If the data was deleted "normally", they can be found in the Recycle Bin. Open the Recycle Bin and restore the files.
- If the data were really deleted then it is advised to use O&O UnErase to restore them. If you have not installed O&O UnErase yet, then load and install the software on a second partition (for example "D:" instead of "C:"). In other words, not on the partition where you want to rescue data of.

## Technical limitations of data restoration software

O&O UnErase is software designed to restore deleted data. Please note, however, that it may not be possible to restore all deleted data if the areas where the deleted data is stored (including the directory table) has already been overwritten by new data. When this occurs, the restoration of data with O&O UnErase is not possible.

Please do not delete any data for fun or for test purposes without first making a backup copy. We strongly recommend that you regularly make backup copies of your important data and store them in a safe place.

## System requirements

- The system requirement of each operating system have to be fulfilled
- 30 MB free hard disk space for the installation and the subsequent use
- Supported by 32-Bit/64-Bit
- Windows® XP till Windows® Server 2008 R2 (all editions)\*

**Note:** For the program help to function properly, it is required to use the Internet Explorer in the Version 6 or higher.

### Required permissions

In order to install and register O&O UnErase, you must be a member of the local group administrators or possess equivalent permissions. If you are a domain administrator, you should have the permissions required as well.

## Installation

**Note:** The information contained in this chapter will not be relevant to you if you are using O&O UnErase as part of the O&O RescueBox or O&O BlueCon. This version can be run directly from the CD on computers lacking operating systems. More information may be found in the O&O RescueBox/O&O BlueCon user's guide of a <http://www.o-o-software.com>

The installation of O&O UnErase is very simple. Please follow the steps below:

1. Start the computer on which you wish to install O&O UnErase.
2. Login as local administrator or as a user possessing comparable permissions.
3. Open the installation of O&O UnErase that you either downloaded from our web server or have stored on the software's CD-ROM.
4. Please follow the installation dialogues. During the installation process you will be able to select who is granted access to O&O UnErase; only the current user or all users.

### More:

[Enter license](#)

[Note about licensing](#)

[Updates](#)

[Uninstall](#)

## Note on licensing

You can test O&O UnErase free of charge and with no obligation. The test version allows you to search for lost files, yet it cannot restore them. Only in the full version is the restoration of deleted files possible.

O&O UnErase is licensed per computer. This means that a single license is required for every computer on which O&O UnErase is installed. You are not allowed to transfer this license on another computer.

If you would like to implement O&O UnErase in your company or as a technician for your customers, then please contact our resellers or distributors.

## Enter license

**Note:** 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. Should you have any questions, please contact our Support Team.

The registration wizard allows for a simple registration process. When you select the option **Enter your Registration Code**, a dialog 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 "l" or enter any empty spaces where they don't belong.

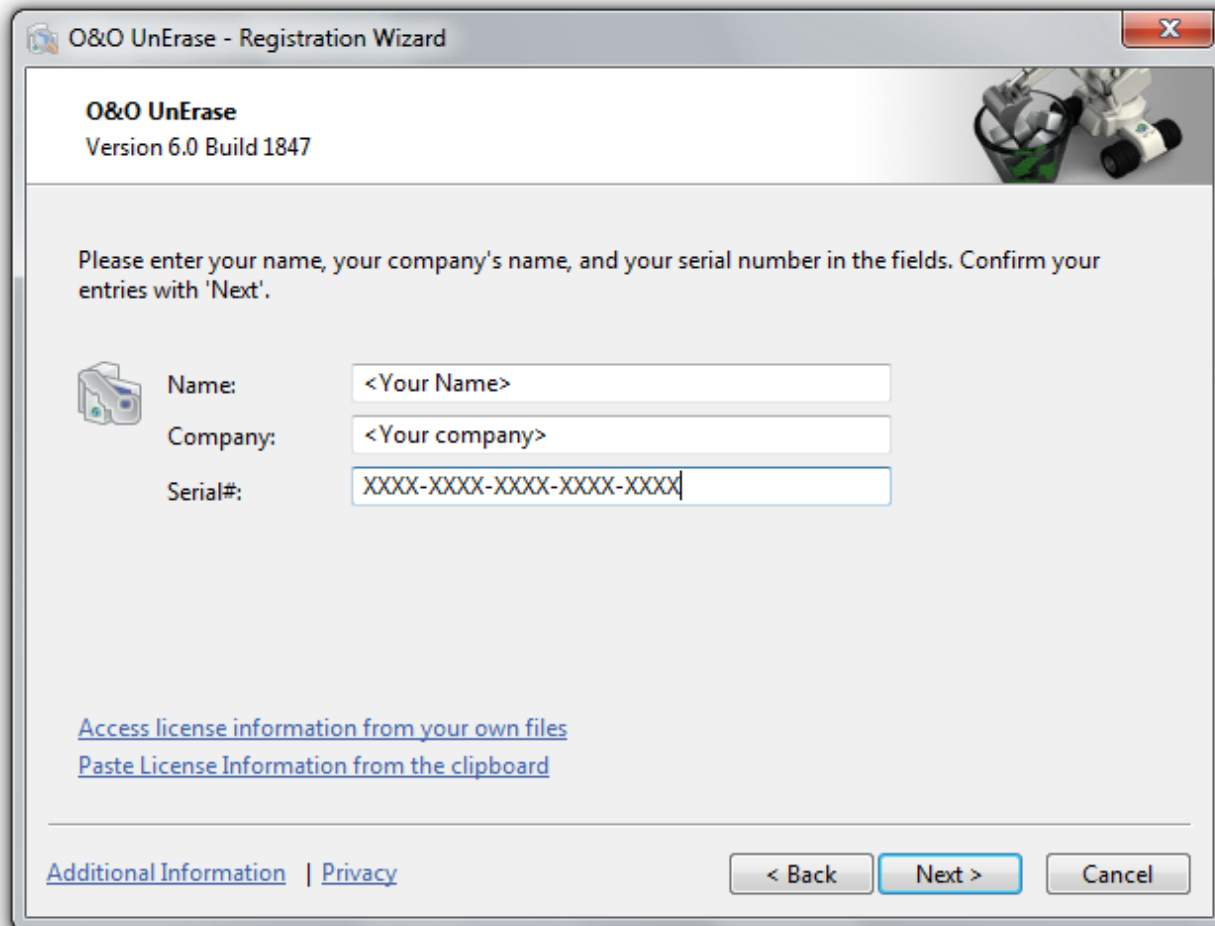
Press **Next** to save the registration data or **Cancel** to leave the dialog window without saving the data.



## Installation

If you have correctly entered the license code you will receive a confirmation in the final dialogue window.

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



License dialogue

## Uninstall

To remove O&O UnErase from your PC, please follow the instructions below:

1. Open the **Control Panel** in the Windows start menu and then click **Add or Remove Programs**.
2. Please select **O&O UnErase** from the list of installed software and click on **Add/Remove**.
3. Confirm the uninstallation. Once the uninstall process is complete you will receive a confirmation message. When prompted, restart your computer.

## Updates

If you want to update O&O UnErase to a newer version, you'll need the license key. Please follow the following directions:

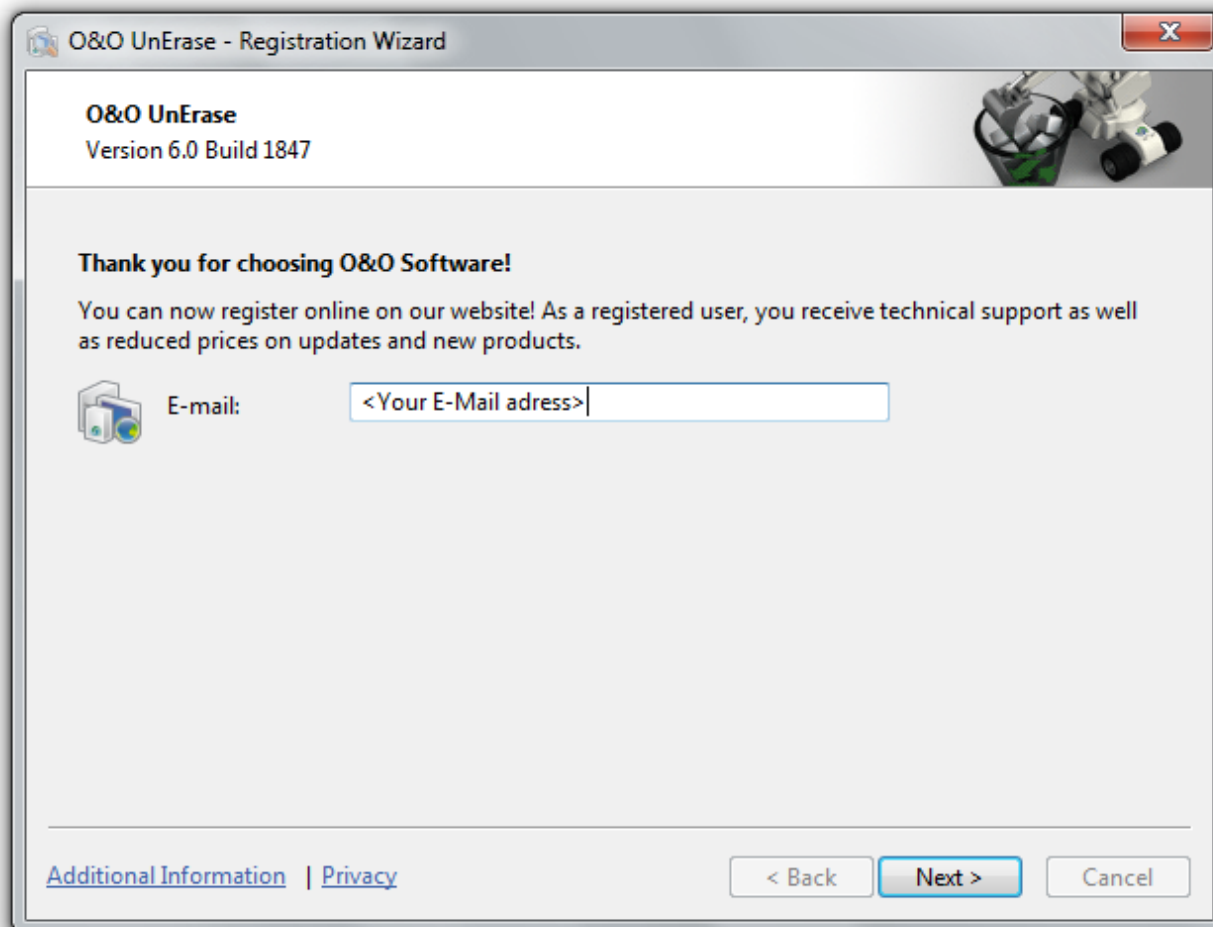
## Installation

1. Start the O&O UnErase installation.
2. Simply follow the normal installation instructions.
3. Once finished, the new version is fully installed.
4. At the start of O&O UnErase enter the license key when asked.
5. Restart the computer, when asked to do so.

## 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.



Online registration dialog

**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

## Online registration

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 it was purchased through a dealer, you'll be asked during installment if you'd like to register. 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 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.

## Getting started

The following chapters will explain how to rescue data after a successful installation of O&O UnErase. To do this, start O&O UnErase from a shortcut on your desktop or under **Start/All Programs/O&O Software/O&O UnErase**. You can also have online help displayed by clicking **Help** or pushing **F1**.

**More:**

[Search for deleted data](#)

[Restore data](#)

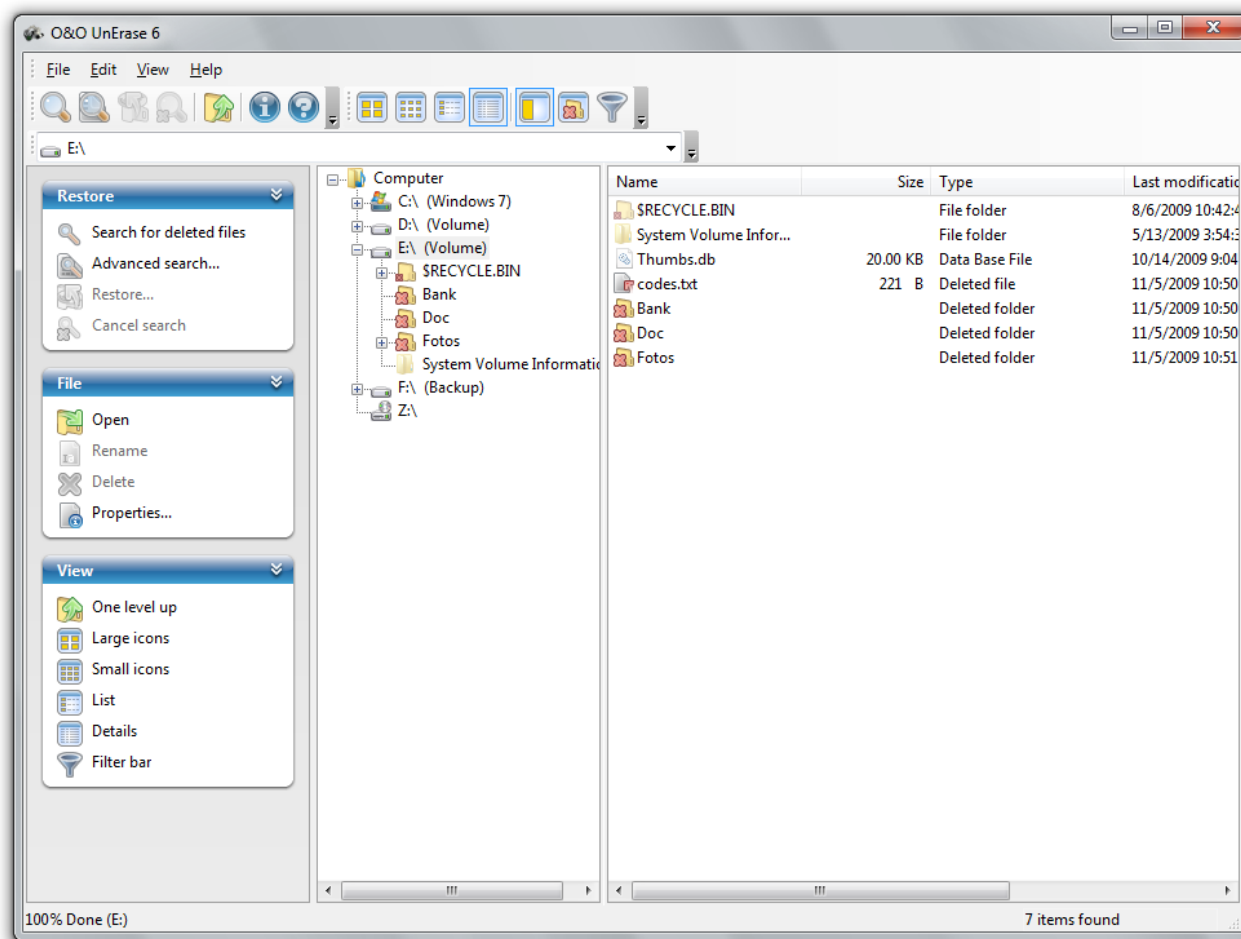
### Search for deleted data

1. Start O&O UnErase over **Start/Programs/O&O Software/O&O UnErase**.
2. Select the drive (partition) on the O&O-UnErase start page in the middle column of the tree structure, from where you want to rescue data which has been deleted. If you are not sure, conduct a search through all drives consecutively.
3. Select the command **Scan drive for deleted files** from the file menu or from the left function column.
4. If the deleted files are found, they will be displayed in the middle and/or right column of the detail list.

**Note:** The original file and folder names of the deleted data cannot always be displayed. If you have emptied the Windows Recycle Bin it is not possible system wise to recuperate the original file names. The data will be displayed under a different name in the list (dcxxx.ext).

**Note:** Please note the [designation](#) of the found files and folders.

## Getting started



### More:

[Restoring files and folders](#)

[Deleted files and folders designations](#)

### Deleted files and folder designations

The red "X" indicates a file or folder is deleted. A small red "X" displayed on a folder indicates that deleted files have been found in this folder, although the folder itself is still intact.

#### Icon Description



The folder has been completely deleted (large red "X"). Some deleted subfolders and/or files might be located in the folder, which might be restorable.



The folder exists, but contains deleted files and/or deleted folders (small red cross). There is a possibility that the contents can be restored.



This file has been deleted and can probably be restored (red arrow).

Normally the original file names of the deleted files can be restored. If this is not possible, then all folders and files of O&O UnErase will receive generated names and will be numbered, e.g. „DIR2“, „DIR3“ or „DIR4“.

### Cancel current search

If you would like to cancel a search, select **Cancel search** from the file menu or press the corresponding icon in the toolbar. The search will then be canceled and the files and folders that have already been found will be displayed.



Cancel search button

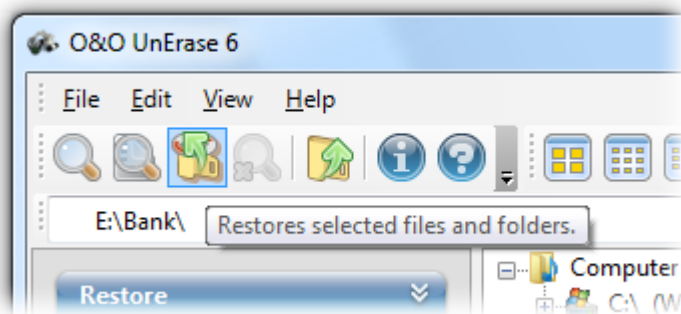
In the toolbar, the "Cancel" button will be enabled only during an ongoing search

**Tip:** Alternatively you can use the keyboard shortcut Ctrl+Break to interrupt a running search.

## Restoring files and folders

The next step, after deleted files or folders have been found is to restore the ones you need (if this is possible). Please note the [label](#) of the found files and folders.

1. Highlight the files and folders you want to restore. Files and/or folders you wish to restore can be selected in either the middle or right-hand panes of the Main View.
2. Press the **restore** icon in the Tool bar or on the corresponding entry in the context menu of the selected file or folder.
3. After that, enter a storage location for the file you want to restore. As your target directory, you may create a new folder or select one that already exists.

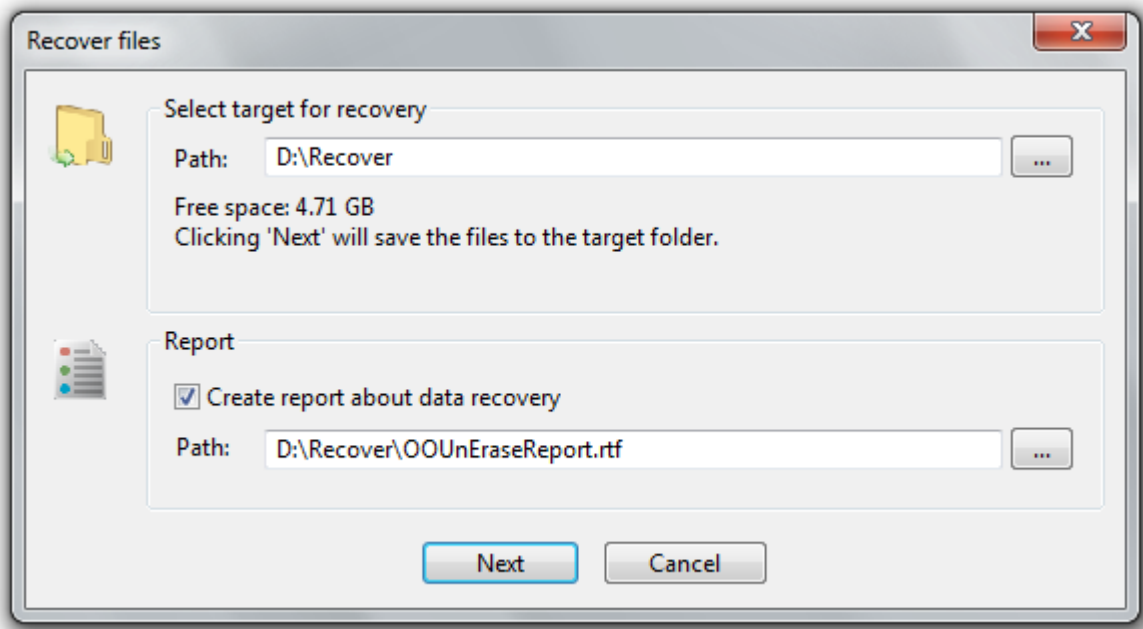


Select and restore files

**Important!** In order to avoid any possibility of data loss while restoring, it is advised that you save the newly restored files onto a different partition than the one where the files were originally stored.

**Note:** In the middle pane of the main view only one single folder may be selected for restoration. In the right-hand pane it is possible to select more than one file for restoration by pressing the Ctrl+A keys on the keyboard while selecting multiple files. It is also possible to simply drag-and-drop deleted files and folders you would like to restore. Restoration of the deleted files will automatically follow.

**Note:** Please be aware that it is possible to restore the files on a connected network drive as well.



Storage locations

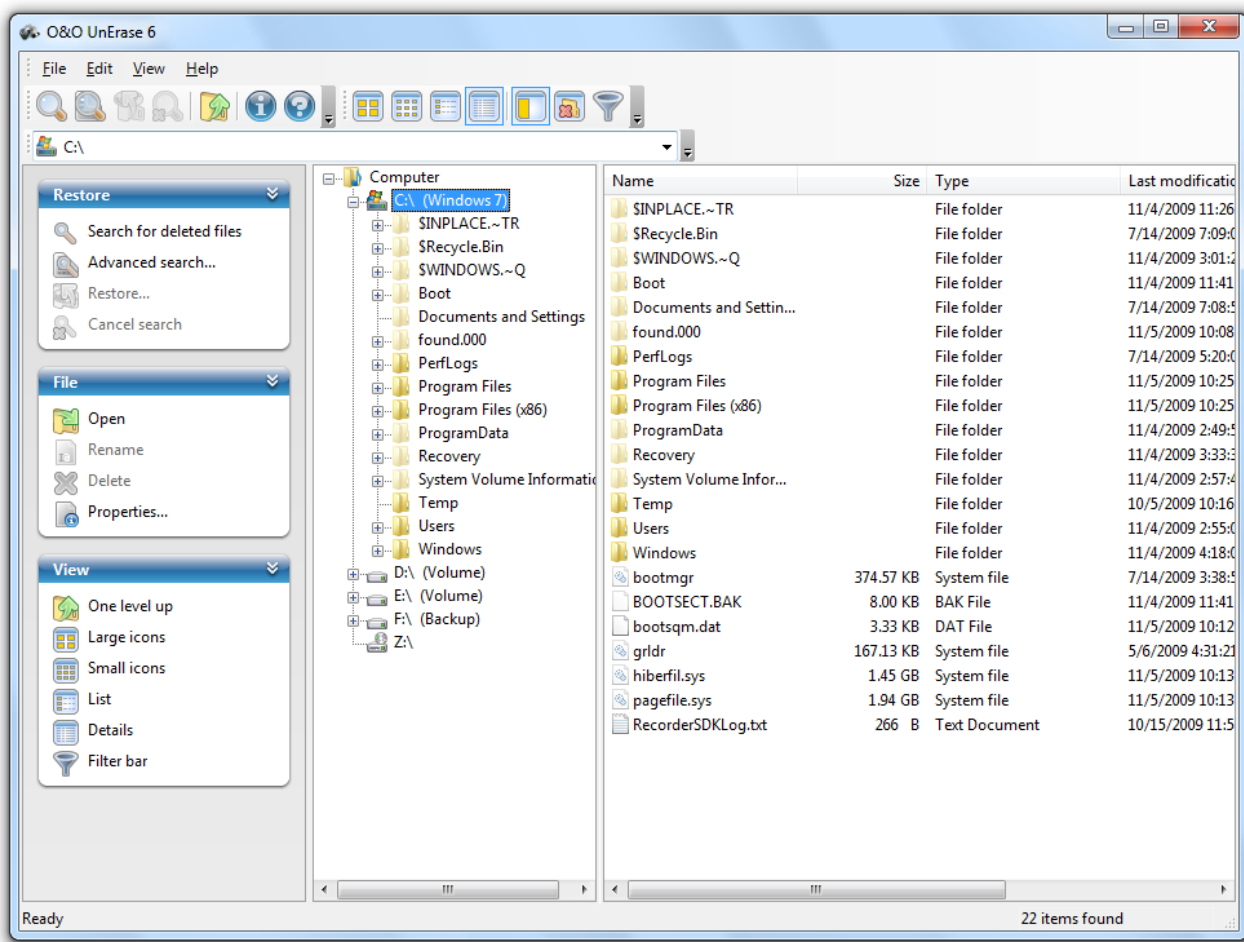


## Main view

The main view in O&O UnErase behaves similarly to Windows explorer, enabling you to easily use the program with only little or no previous knowledge.

The main view is divided into three vertically tiled panes:

- Frequently used commands and settings are accessible through the pane on the left. These commands are also accessible through the toolbar or the context menu.
- The list of drives and folders in the middle pane enables an easy navigation through existing and already-deleted files very similar to Windows explorer.
- The list of folders and files on the right-hand side gives you all pertinent file information regarding the selected existing and deleted files.

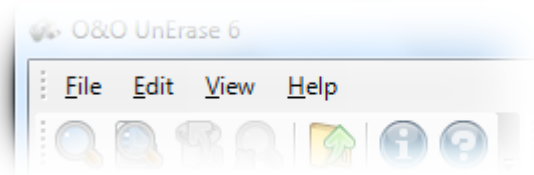


Main view of O&O UnErase 6

## Menu bar

You will find all the program functions in the menu bar, which are available in the tool bar.

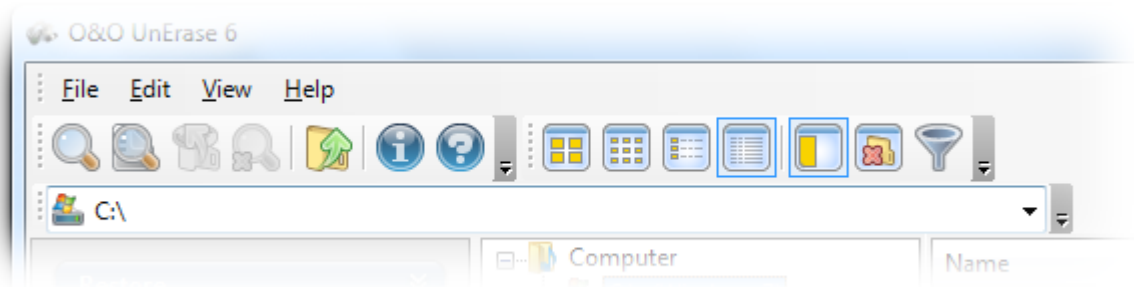
## Main view



Menu bar

## Toolbar

The toolbar is the fastest way to access the most important functions of O&O UnErase. All commands, however, can be accessed through the pull-down menus at the top of the main view. Through the view menu you can hide or unhide individual symbols.



All toolbars including the quick search bar

Displayed from left to right:

- Start search on a drive.
- Open the advanced search dialog.
- Restore deleted files.
- Cancel current search.
- Go up one level.
- View program information.
- View help.

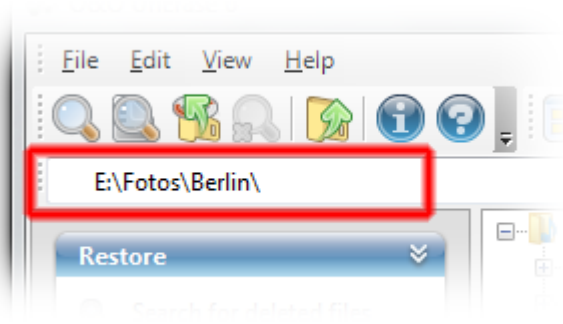
Switch views:

- Large symbols
- Small symbols
- List view
- Detailed display
- Toggle task list.
- Displays only deleted files and folders.
- Toggle filter function.

Main view

### Navigation (quick search)

The address bar below the toolbar enables the immediate search of files on drives and folders allowing you to enter a specific directory path.



Quick search with the help of an address bar

### Status bar

At the very bottom of the main view the status bar can be found in which the progress of all running searches and other status reports are displayed.

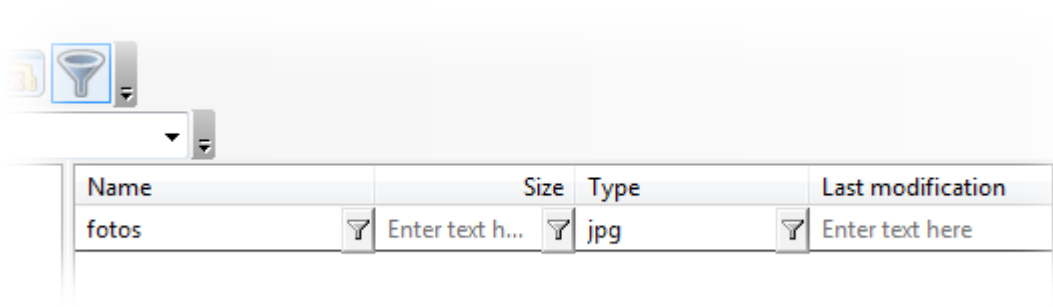


Status bar during the search run

### Filter

If you would like to limit the files displayed in the file list on the right-hand side, it is possible to use the filter function. This feature may be activated through the view menu or by pressing the filter icon in the toolbar. When activated, a series of fields will appear in which specific text may be entered to narrow down the number of files displayed. Here it is possible to use place holders too.

Main view



File list with activated filter function

**Tip:** If you only want to see certain files, then it is easier and quicker to use the application's [Advanced search](#) than the filtered search.

## Advanced search

With the O&O UnErase's advanced search function, you possess a powerful tool for quickly and securely finding deleted files. Through a series of user-defined search parameters it is possible to considerably increase the precision of your search result.

**More:**

[Advanced settings for the search](#)

[Using the filter when searching](#)

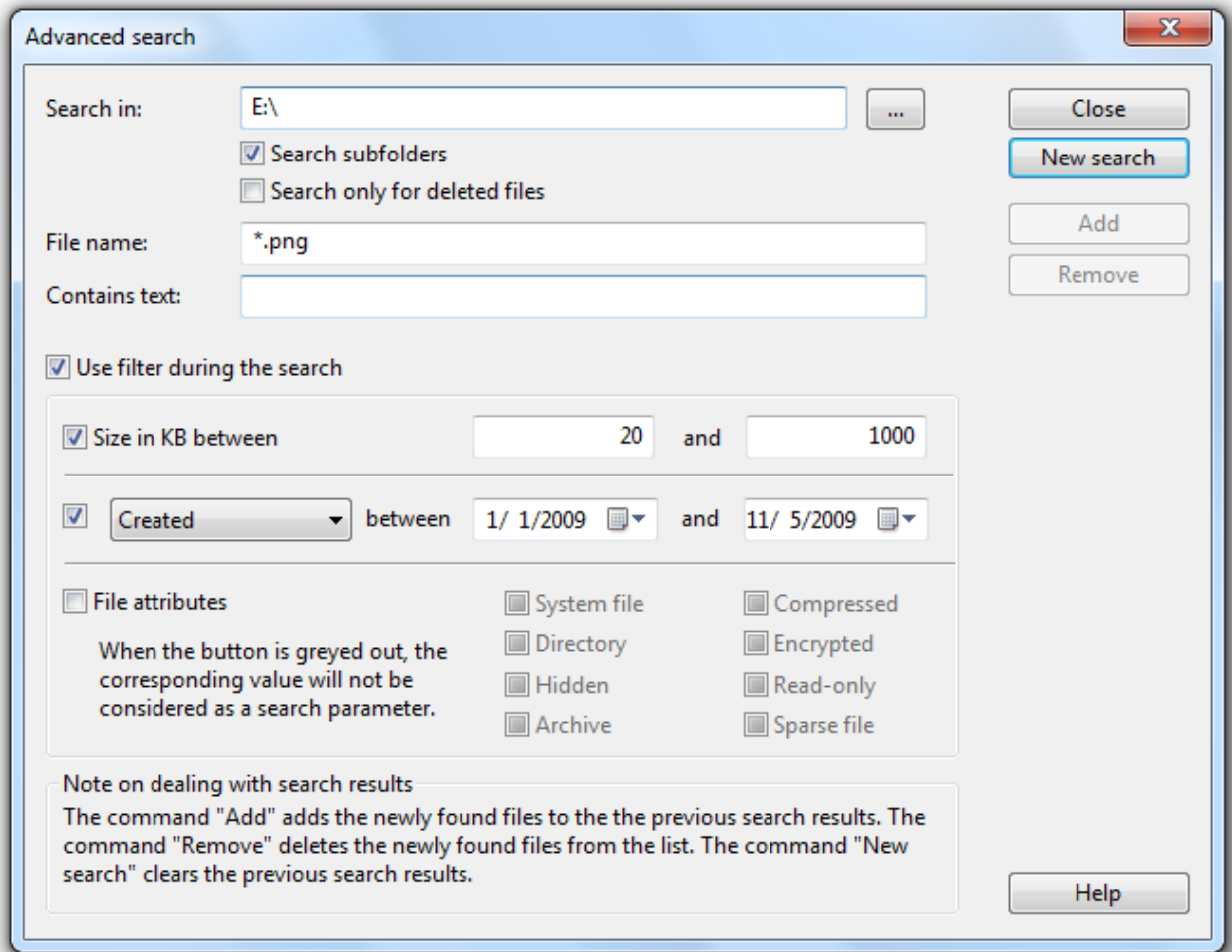
[Running an advanced search](#)

### Advanced settings for the search

The search settings dialog enables you to define the drive or folder to be searched. If you would like to also search sub-folders, select the option with the same name.

It is also a possibility to expand the search to include files that have not been deleted. To do so, please uncheck the option **Only search for deleted files**. If this option remains selected, only deleted files will appear in the search results.

## Advanced search



Running an advanced search

### File name

In the field called File name, you can either enter an exact file name or a filename containing a placeholder. For example, "\*.BMP" would indicate you only wanted to search for Bitmap images.

Letter capitalizations are not considered by the search function. You can use the special characters "\*" and "?". , however, can be used for multiple characters, whereas "?" may only stand for a single character. Make sure that the files are not located in the Windows Recycle bin

File name	Description
*	All deleted files
*.*	All files that "." include, e.g. a.txt, abc.doc, xyz.exe

## Advanced search

A*	All files that start with "a" or "A"
*a	All files that end with "a" or "A"
*a*	All files that include an "a", e.g. abc.txt, cba.txt
*.txt	All files with a ".txt" at the end
? .txt	All files that include a single symbol and ".txt", e.g. a.txt, 9.txt
A?c.txt	All files with an „a“, then any letter and include „c.txt“

### Contained text

An especially powerful option is searching for text contained in the file. If you are looking for a file but only can remember a fragment of its name or contents, then this could be very useful to you. The search will be run through all files no matter the file format or content.

### Using the filter when searching

In order to customize your search further, it is possible to use the Filter function.

### File size

Here you can limit the size of the files that are to be searched. Just enter a range in Kbytes in which the desired file might fit.

### Date

This option allows you to enter a range of dates pertaining to the file and define how that date range is to be applied during the search:

- Created – Date when the file was first created
- Modified – Date when the file was last saved
- Accessed – Date when the file was last accessed

### File attributes

The search can also be narrowed down to look for specific attributes of the desired file. You can select from three options regarding each specific attribute:

- Marked (Checked) – The file must exhibit this attribute.
- Unmarked (Empty) – The file may not exhibit this attribute.
- Marked gray – This attribute will not be considered as a search parameter.

### Running an advanced search

To run an advanced search you have three options:

## Advanced search

- **New search** – A search will be initialized and all previous search results will be lost.
- **Add** – The search will be initialized and the search results will be added to the search results already displayed. This setting can only be applied once during a search.
- **Remove** – The search will be initialized and those search results found will be filtered out of the list of search results already displayed. This setting can only be applied once during a search.

If you no longer wish to run a search, you can close the search dialog by pressing Close.



## Support and contact

To receive more information about O&O UnErase, please visit our website, <http://www.oo-software.com/en/>, and get the latest information about product developments and support. Also included on our web site are regularly updated FAQs and knowledge bases that address the most common problems and questions regarding our products.

All registered customers receive installation support, free of charge, for the first 30 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 the frequently asked questions (FAQ) section of our website before contacting our support team. It is always possible that your specific question or problem may have already been addressed.

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### More:

[Authorized Resellers](#)

## 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.

## Frequently asked questions

Frequently asked questions will be listed in the following section. Detailed information is also available on our website under [O&O UnErase FAQ](#).

### **How do I know on which drive the lost data is located?**

If you are not sure on which drive the lost data are located, conduct a scan through all drives consecutively. First, please check if the data are possibly still in the Windows recycle bin.

### **Which drive do I have to scan for lost data, if I have emptied the Windows recycle bin?**

You always have to search the drive from which you have deleted data. If you have removed all data from the recycle bin by right-clicking on it and selecting "Empty recycle bin" from the drop down menu, then they have most likely been removed from the system partition, and not from the Desktop.

### **O&O UnErase finds files and folders, yet the file name isn't recognizable.**

Use the filter function within [Advanced search](#) if searching for files. This way, you can at least limit the file type, the size, and the time span of when the deletion took place. Often, the file name changes when the data is buffered in the Windows recycle bin and then deleted permanently ("Empty recycle bin").

### **O&O UnErase shows found files, yet, they cannot be restored.**

Files or folders which are marked by a red arrow can be restored. Still, there is a possibility that the content of a file is only partially in existence, in other words, parts of the file may have been overwritten with other parts of files. Files may only be incomplete or cannot be displayed at all after a restoration. More on this is available in [Deleted files and folders designations](#).

**Tip:** Try the restoration with another data rescue program of our product line e.g. O&O DiskRecovery.

**Note:** If you are using the test version of O&O UnErase, you can only display found files, but not restore them. In order to initiate the restoration, you have to unlock O&O UnErase to a full version. You will need a valid [license key](#) for this.

# 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](mailto: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

## End user license agreement 2.1 (EULA)

- (1) O&O grants you, upon payment of the agreed one-time fee, a permanent, spatially unlimited and non-exclusive right to use the software.
- (2) Test versions – if you have installed a test version of one of our products taken from the O&O Website <http://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.

#### **5. Material defect and defect of title**

(1) The software package or download you receive is free of any material defect or defect of title.

(2) A material defect exists when the software is unable to be used as described in the documentation appearing on the website 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 cancellation or an abatement can be refused upon expiration of the limitation period.

(5) You are required to inform O&O, in writing if possible, of any defects that arise immediately upon their discovery. While doing so you should also describe, as well as possible, how the defect is communicated, the effect it has on the program, and under which circumstances it occurs.

(6) Should defects be reported to O&O within the limitation period, it will undertake a cure free of charge.

(7) As part of the cure, the corrected software will be redelivered as agreed. An on-site analysis and correction of the error on your system will not take place.

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

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

(8) After the unsuccessful expiration of a deadline you set for cure, you can cancel the contract or reduce the purchase price and demand compensation instead of service or the replacement of any futile expenditures.

(9) A deadline is not required when

- a) O&O refuses both kinds of cure, even if it is entitled to do so as a result of the arising expenses or
- b) the cure is impossible or
- c) the cure is unacceptable to you or
- d) the cure is unsuccessful.

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

(10) You are not entitled to cancel the contract if the defect is negligible, nor may you, in this event, demand compensation instead of full service.

(11) In the event of cancellation, compensation is due for any uses made. The compensation for use will be based on a four year, straight-line depreciation of the purchase price.

(12) As a result of the abatement, the purchase price will be reduced by the amount which is calculated for deducting the defect from the value of the software. The standard used will be its value at the time the contract was concluded. The amount, when necessary, is to be calculated by estimation. As a result of this reduction, any amount larger than that paid for the reduced purchase price will be refunded.

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.

Telephone: +49 (0)30 4303 4303, Fax: +49 (0)30 4303 4399

E-Mail [info@oo-software.com](mailto:info@oo-software.com) / [sales@oo-software.com](mailto:sales@oo-software.com), Web [www.oo-software.com](http://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

## End user license agreement 2.1 (EULA)

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 XP (all Editions), Windows Vista (all Editions) or Windows 7 (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 Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions), Windows Server 2008 (all Editions), Windows 7 (all Editions) or Windows Server 2008 R2 (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, Windows XP (all Editions), Windows Vista (all Editions) or Windows 7 (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 Windows 2000 Professional, Windows XP (all Editions), Windows Vista (all Editions) or Windows 7 (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 Workstation Edition may be used on computers with or without the user interface. You are entitled to control this program over the separately obtainable network manager.

### O&O Defrag Server Edition

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions), Windows Server 2008 (all Editions), Windows 7 (all Editions) or Windows Server 2008 R2 (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



## End user license agreement 2.1 (EULA)

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, Windows XP (all Editions), Windows Vista (all Editions) or Windows 7 (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, Windows XP (all Editions), Windows Vista (all Editions) or Windows 7 (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 Windows 2000 Professional, Windows XP (all Editions), Windows Vista (all Editions) or Windows 7 (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 Workstation Edition may be used on computers with or without the user interface. You are entitled to control this program over the separately obtainable network manager.

### O&O DiskImage Server Edition

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions), Windows Server 2008 (all Editions), Windows 7 (all Editions) or Windows Server 2008 R2 (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.

### **O&O DiskRecovery**

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

## End user license agreement 2.1 (EULA)

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions), Windows Server 2008 (all Editions), Windows 7 (all Editions) or Windows Server 2008 R2 (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, Windows XP (all Editions), Windows Vista (all Editions) or Windows 7 (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 Windows 2000 Professional, Windows XP (all Editions), Windows Vista (all Editions) or Windows 7 (all editions) operating systems. Usage within the terms of this contract is not achieved without the application of these operating systems. The O&O DiskStat 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 Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions), Windows Server 2008 (all Editions), Windows 7 (all Editions) or Windows Server 2008 R2 (all Editions) operating systems. Usage within the terms of this contract is not achieved without the application of these operating systems.

## **O&O DriveLED**

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

## End user license agreement 2.1 (EULA)

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions), Windows Server 2008 (all Editions), Windows 7 (all Editions) or Windows Server 2008 R2 (all Editions) operating systems. Usage within the terms of this contract is not achieved without the application of these operating systems.

### **O&O Enterprise Management Console**

Important note on the Microsoft SQL Server

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

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

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

The software requires Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions), Windows Server 2008 (all Editions), Windows 7 (all Editions) or Windows Server 2008 R2 (all Editions) operating systems. Usage within the terms of this contract is not achieved without the application of these operating systems.

### **O&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.

End user license agreement 2.1 (EULA)

### **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 Windows 2000 Professional, Windows XP (all Editions), Windows Vista (all Editions) or Windows 7 (all editions) operating systems. 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

## End user license agreement 2.1 (EULA)

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 Windows 2000 (all Editions), Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions), Windows Server 2008 (all Editions), Windows 7 (all Editions) or Windows Server 2008 R2 (all Editions) operating systems. Usage within the terms of this contract is not achieved without the application of these operating systems.

## **O&O UnErase**

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

The software requires Windows Server 2003 (all Editions), Windows XP (all Editions), Windows Vista (all Editions), Windows Server 2008 (all Editions), Windows 7 (all Editions) or Windows Server 2008 R2 (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

## End user license agreement 2.1 (EULA)

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.