

Volume Graphics License Agreement

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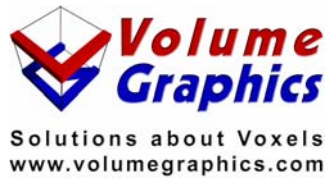
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11.3 Notices may be provided to You via email or regular mail.



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CONTACT INFORMATION

In case that you have any questions regarding our products or services, please feel free to contact us:

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Volume Graphics Upgrade/Service Agreement

1. DEFINITIONS

Product shall mean the appropriate Volume Graphics software program licensed by the customer, Agreement shall mean the Upgrade/Service Agreement for the appropriate Product.

1. OVERVIEW OF BENEFITS PROVIDED UNDER AN AGREEMENT

- Access to an individual service account with
 - o Product upgrades (if available during period of validity)
 - o Product snapshots (if available during period of validity)
- priority bug-fix support
- priority Product support

2. OUR COMMITMENT

An Upgrade/Service Agreement is the most inexpensive way to keep your Product up to date.

Even in the case that during the validity period of one Agreement no upgrade is available, the cost for continuous Agreements will be more inexpensive than purchasing one or several separate upgrades.

3. SERVICES PROVIDED UNDER THIS AGREEMENT

The Agreement includes the following components/services:

1. A customer with a valid Agreement receives an individual password protected account on the Volume Graphics web server. The customer will be able to access his account through our website:

<http://www.volumegraphics.com/website/login.html>

2. Free upgrades are included in the Agreement. All upgrades—minor as well as major release upgrades—that might be available within the validity period of the Agreement are included free of any additional charge via download from the customer's web-account. The Agreement is the most inexpensive way to keep a Product up to date. Even in case that no upgrade is available within one year, the regular upgrade fee is always more expensive than the sum of the cost of all service agreements paid by a customer during the development period of a new release.

3. The Agreement offers short term bug-fix support for the Product. A bug reported by a user with a valid Agreement will be processed with high priority. As soon as a bug-fix is available, all customers with a valid Agreement will be able to download it from the web-account on our web-server. Most up-to-date Product versions and/or bug-fixes for bugs reported by the customer or by any other user will be available on the customer's web-account at any time.

4. Through the web-account a customer will be able to download so-called "snapshots". Snapshots are early development versions of upcoming Product releases. A snapshot version has already been tested but is still undergoing development and QA and does not yet include the updated documentation. By downloading this version, the customer agrees that it is provided as-is, without warranty. Volume Graphics does not assume any liability for data loss or damage that may occur from using snapshots. We recommend that you back up all important data before using any snapshot software. The snapshot version is only available in English.

The idea behind providing the customer snapshot software is to increase the communication and the exchange of information between the customer and the Volume Graphics software development team. Feedback regarding snapshot versions is highly appreciated. By supplying us with any comments and feedback the customer has the chance to influence the development of the next generation of the Product in an early stage so that future releases fit his needs even better.

5. Volume Graphics sets a high value on supporting all our customers to a great extend. However, support requests from customers with a valid Agreement will be processed with highest priority.

4. AVAILABILITY OF UPGRADE/SERVICE AGREEMENT

An upgrade/service agreement is available for the latest Product release only. With the availability of a new Product release, Agreements can be contracted only for this new release. A customer with a valid Agreement can upgrade the existing installation of the Product free of charge. Without a valid Agreement, a customer owning a previous Product release would have to purchase a regular upgrade to the latest Product release before being eligible to contract an Agreement.

Any update/service agreement concluded shall always be valid from the day of purchase of the license. Any update/service agreement concluded at a later date will have to be concluded retrospectively, beginning at the date of the license purchase or, if a new Product release has since been made available, on the date that this new Product release was published.

5. PERIOD OF VALIDITY AND EXTENSION OF AN EXISTING AGREEMENT

An Agreement is valid for one year as long as no other period of validity was agreed between the customer and Volume Graphics. An Agreement does not extend its period of validity automatically. It therefore has to be extended in an active manner. Differing individual agreements have to be concluded between the customer and Volume Graphics. An Agreement can be extended continuously if the customer acquires the extension at latest 30 days after his previous agreement has expired. All services mentioned above will be provided under the new agreement without interruption. In case of an extension of a service agreement the new service agreement will continue starting at the date after the previous agreement has expired, e.g. if the previous agreement was valid until 31.12.2005 the extended service agreement will start at 1.1.2006, being valid until 31.12.2006.

If the Agreement is not extended within the above mentioned period of time, the customer will lose all the



services from the moment his previous agreement expired. In case that a new Product release has become available after the Agreement has expired the customer would have to purchase a regular upgrade to the latest Product release before being eligible to contract an Agreement.

If a new Agreement is contracted, e.g. for the first time, the period of validity will start at the date the customer's individual password protected account on the Volume Graphics web server is activated.

CONTACT INFORMATION

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