

Volume Graphics General Software License and Update/Maintenance Terms and Conditions

(Singapore and other parts of Asia (except China and Japan),
Australia, and parts of Oceania)



These General Terms and Conditions—consisting of Volume Graphics Software License Terms, Volume Graphics Update/Maintenance Terms and Conditions and General Provisions—(“**Terms and Conditions**”) shall apply to all existing and future business relationships—including the conclusion of contracts—between Volume Graphics Pte. Ltd., 160 Robinson Road, #24-11 SBF Center, Singapore 068914 (“**Volume Graphics**”), a company affiliated with it under company law, one of its authorized sales partners, or an authorized sales partner of one of its affiliated companies on the one hand (collectively the “**Licensor**”), and users of Volume Graphics software products with registered offices in Singapore and other parts of Asia (except China and Japan) (means Afghanistan, Bahrain, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, India, Indonesia, Lao Peoples Democratic Republic, Malaysia, Maldives, Mongolia, Myanmar, Nepal, Pakistan, Philippines, Republic of Korea, Singapore, Sri Lanka, Thailand, Timor-Leste, and Vietnam), Australia (means Commonwealth of Australia, Independent State of Papua New Guinea, Western New Guinea (part of Indonesia)), and parts of Oceania (means Federated States of Micronesia, New Zealand, Republic of Fiji, Republic of Kiribati, Republic of Marshall Islands, Republic of Nauru, Republic of Palau, Republic of Vanuatu, Solomon Islands, and Tuvalu), on the other (“**Licensee**”). The General Terms and Conditions are available in English—retrievable on the Volume Graphics Homepage at www.volumegraphics.com.

A.) Volume Graphics Software License Terms and Conditions

1. Scope of application

1.1 Part A of these Terms and Conditions shall apply to all existing and future Volume Graphics software products, including any accompanying dongles or license keys provided by Licensor to Licensee for use (collectively, the “**Software**”). The Software contains third-party products of which Licensee was notified prior to conclusion of the contract. Volume Graphics update and maintenance services are subject to the terms and conditions set forth in Part B of these Terms and Conditions. Training offers or other customized consulting services by Volume Graphics are subject to separate terms and conditions.

1.2 Part A of these Terms and Conditions stipulates, in particular, the scope of Licensee’s rights of use who has acquired a license to the Software, regardless of whether the license was acquired directly from Volume Graphics, an affiliated company, a distribution partner of Volume Graphics or of a company affiliated with it, separately or together with hardware or OEM products.

1.3 Any of Licensee’s general terms and conditions are hereby expressly excluded and shall not be recognized even if Licensor does not expressly object to them again after receipt.

2. Provision of the Software, confirmation of the Terms and Conditions

2.1 Unless the provision of the Software by delivery of a data carrier has been expressly agreed upon, the Software shall be made available by download via a web account on the Volume Graphics web server to be set up for Licensee after conclusion of the contract. Licensee shall be granted access to the web account for a period of 12 days after the web account has been set up. If an update/service agreement is concluded, this period shall be extended until the end of the term thereof.

2.2 Licensee must expressly confirm the validity of these Terms and Conditions when logging into the personal web account and/or when installing the Software, even if Licensee engages third parties to perform this on his/her behalf. If Licensee does not confirm this, Licensor shall be entitled to withdraw from the license agreement and Licensee shall not acquire any right to use the Software.

2.3 Regardless of the license model, the Software must be installed on at least one computer of Licensee in order to be able to use it. If a Floating License is purchased pursuant to Clause 4.1 (c), the installation of the Flexera FlexNet License Server on a central network server of Licensee is also required.

3. Services not included in the contract

3.1 Licensor shall not be obliged to install or commission the Software at the Licensee’s premises. Further, without the conclusion of a separate update/service agreement, Licensor shall not be obliged to provide maintenance services or technical support with regard to the Software.

3.2 Licensor does not warrant, assume any liability or guarantee that the use of the Software is suitable for the purposes pursued by Licensee.

3.3 Licensee shall not be entitled to the transfer of the source program. Licensee shall not become the owner of the copyrights to the Software and the application documentation. The copyright, all industrial property rights and other intellectual property, including but not limited to trade secrets, shall remain with Volume Graphics and its affiliates. Copyright notices, serial numbers or other features used for program identification may not be removed or modified.

4. Granting of rights of use

4.1 Upon confirmation of these license terms pursuant to Clause 2 and payment of the agreed license fee, Licensor grants Licensee—on the basis of either a dongle-bound license (“**Dongle License**”), a computer-bound license (“**Node-locked License**”), a network server-bound license (“**Floating License**”) or a test license (“**Evaluation License**”)—the non-exclusive right to use the Software, which is transferable only pursuant to Clause 5.1 (b) below, subject to the terms and conditions stated below. This right is granted for an unlimited period, unless otherwise stated in the following terms and conditions.

(a) **Dongle License:** When purchasing a dongle license, Licensee is granted the right to use the Software on any computer, provided that the dongle provided to Licensee is used. After installation of the Software, a special license key is generated during the licensing process, which enables the use of the Software depending on the existence of a dongle and a valid license key generated for this dongle. Subject to the terms of these Terms and Conditions, Licensee acquires the right with the Dongle License to permit its employees, freelancers, agency workers and temporary workers (“**Employees**”) to use the Software with the provided Dongle for which the license key was created in accordance with these Terms and Conditions.

Any duplication of the dongle or other technical interventions in the dongle are not permitted. The license key is only valid for the dongle for which it was created. A transfer to another dongle is neither possible nor permissible.

A dongle license issued for VGINLINE (“**VGINLINE Dongle License**”) is only valid for the specific VGINLINE Installation for which it was purchased. Licensee must specify this VGINLINE Installation in advance of the offer being prepared. For these purposes, “**VGINLINE Installation**” shall be defined as the combination of a single scanner, at least one evaluation computer or one virtual computer as well as a VGINLINE setup consisting of at least a worker (execution program) and a workspace (an internal network directory). For each evaluation computer and/or for each virtual computer used with VGINLINE a separate worker including a VGINLINE Dongle License and a dongle must be purchased. Licensor is entitled, after prior notice during normal business hours, to check at Licensee’s premises whether Licensee’s VGINLINE Installation complies with the specification provided when the offer was prepared.

(b) **Node-locked License:** When purchasing a Node-locked License, Licensee is granted the right to install the Software on one computer per purchased license. After installation of the Software, a special license key is generated during the licensing process, which enables the use of the Software solely on this computer. Subject to the terms of these Terms and Conditions, Licensee acquires the right with the Node-locked License to permit its Employees to use the Software on the computer for which the special license key was created in accordance with these Terms and Conditions.

(c) **Floating License:** When purchasing a Floating License either for a specific location of Licensee (“**Local Floating License**”) or for a specific time zone band (“**Continental Floating License**”) or for worldwide use (“**Global Floating License**”), Licensee is granted the right to install the Software on any computer in a network. Subject to the terms of these Terms and Conditions, Licensee acquires the right with the Floating License to permit its Employees to use the Software in accordance with these Terms and Conditions.

The use of the Software is only permitted if both the user and the computer are located within the territory for which the license was issued (“**Licensed Territory**”) and the right of use is not already exercised by another user. In order to be able to use the Software, the user must first retrieve the purchased license from the FlexNet License Server each time the Software is started.

The use of the Software on the basis of a Floating License requires a permanent connection to the FlexNet License Server,

which is installed on a network server of Licensee. This connection is established each time the Software is started and maintained by retrieving the license from the FlexNet License Server for the duration of use. In addition, the Software may be used for a period of at most 7 days without connection to the network server (so-called "**Offline Borrowing**"). In the context of Offline Borrowing, the use of the Software is permissible on the respective computer over which the license was checked out for the purpose of Offline Borrowing, also outside of the Licensed Territory.

(d) **Evaluation License:** The Evaluation License—in the form of either a Node-locked or a Floating License—grants Licensee a temporary and non-transferable right to use the Software solely for the purpose of internal, non-commercial and non-scientific testing to determine whether the Software meets Licensee's requirements. The results generated during the evaluation process (e.g., images, animations, measurement or analysis results) may also only be used for internal evaluation of the Software and may not be used commercially or scientifically or be published.

Unless specified otherwise in individual cases, an Evaluation License is valid for 30 days and cannot be extended. If an evaluation version of the respective Software product is made available to Licensee in this context, this must be uninstalled from the computer and irretrievably deleted after expiry of the Evaluation License, but at the latest after expiry of three months from the date of the first installation of the Software product.

4.2 The loss and/or theft of the dongle after the issuance of a license file encoded on this dongle shall mean the loss of the right to use the Software provided for in Clause 4.1 (a). However, Licensee shall have the opportunity to obtain protection against the loss of the dongle including the license file by means of a "**Dongle License Protection**" (either by separate order or within the scope of an update/service agreement concluded or yet to be concluded) if the following conditions are fulfilled:

- (1) Licensee has acquired a Dongle License to VGSTUDIO, VGSTUDIO MAX, VGinLINE, VGMETROLOGY, VGMETROLOGY ES or VGRECO, each of them at least in version 2.2 (whether initially or subsequently as part of a subsequent order or an upgrade).
- (2) In the event that an unlimited Dongle License including the associated dongle for the respective Software has already been issued and transferred to the Licensee prior to ordering the Dongle License Protection, the corresponding dongle must be returned to Licensor prior to sending a new dongle with Dongle License Protection.
- (3) All license fees due for the Dongle License as well as the Dongle License Protection (including any concluded update/service agreement) are fully paid to Licensor by Licensee.

If all the aforementioned conditions are fulfilled, Licensee shall receive from Licensor a license file limited to 12 months in addition to the dongle. The Software will notify Licensee 90 days prior to the expiration of the license file so that Licensee can contact Licensor to obtain a new license file, which again will be limited to 12 months, if Licensee wishes to continue the Dongle License Protection option for this dongle license (as the case may be, as part of the update/service agreement). In the event of the loss or theft of the dongle, Licensee, if protected by the Dongle License Protection, shall pay 2% of the gross list price of the individually configured Software for the replacement of the dongle with associated license file per month or part thereof for the period between the notification of the loss of the dongle to Licensor and the expiry of the 12-month period (= validity of the license file).

In the event of multiple loss and/or theft of the dongle during the term of the Dongle License Protection, Licensor reserves the right to request evidence from Licensee that proves the loss and/or theft.

4.3 If the Software is an upgrade or update from a previous version, Licensee must have a valid license for the previous version in order to use the upgrade or update. All upgrades and updates are provided on a license exchange basis only. Licensee agrees that by using the upgrade or update, Licensee waives the right to use the previous version.

4.4 Regardless of which license Licensee has acquired, if the Software is provided before payment of the license fee, Licensee shall initially be granted a license limited to eight weeks. After receipt of payment, Licensee shall be granted an indefinite license.

4.5 In the case of a Node-locked License and a Dongle License, the use of the Software via remote access is not permitted; in the case of a Floating License, the use via remote access is only permitted if both the user and the computer are located within the Licensed Territory.

4.6 A user is permitted to start and run several Instances simultaneously on one computer. For the purposes of sentence 1, an "**Instance**" is a program start that can occur several times on one computer. The use of several instances simultaneously on a computer (including evaluation computer) by different users, especially in the case of remote access, is prohibited. Clause 4.5 shall otherwise remain unaffected.

5. General usage restrictions; registration data

5.1 Licensee shall be subject to the following general restrictions on use:

(a) Licensee shall not be entitled to subject the source program of the Software to reverse engineering, to decompile it, to disassemble it or to otherwise attempt to capture it. Licensee shall not be permitted to edit, adapt or extend the program or its documentation in any way, to modify it for use on other systems or to translate it into other languages.

(b) Licensee shall not be permitted to rent, lease, lend or sub-license the Software, including the dongle, license key and associated print products, in whole or in part. Furthermore, Licensee shall not be entitled to resell, transfer or assign the Software and any right to use it to a third party.

(c) Unless otherwise agreed, Licensee shall not be permitted to copy, make publicly accessible, distribute, edit or otherwise use the Software in whole or in part—whether in the context of a known type of use or in the context of a type of use unknown at the time of conclusion of the contract—unless expressly provided otherwise in these license terms.

(d) Licensee shall comply with all applicable laws and regulations when using the Software. In particular, any download or other import and re-export of the Software is permitted only in accordance with all applicable laws and regulations, including the laws governing the export of software technology.

5.2 Licensee shall provide truthful information when concluding the license agreement and during the registration process (“**Registration Data**”). Licensor shall be entitled to process the information contained in the Registration Data in such a way as is necessary to be able to fulfil these Terms and Conditions and any other agreements related to these Terms and Conditions. Licensee consents to the storage and use by the Licensor of the e-mail addresses provided in the Registration Data for the purpose of communication within the framework of the contractual relationship. Licensee shall be entitled to revoke such consent; the revocation must be made to Licensor.

6. Time of performance

6.1 Information provided by Licensor regarding delivery and performance dates shall not be binding, unless Licensor has designated them as binding in writing.

6.2 Delivery and performance periods shall be extended by the period of time in which Licensee is in default of payment or fails to cooperate as necessary in the performance of the contract in a manner contrary to the terms of the contract. In the event that Licensor is prevented from performing the contract due to circumstances for which Licensor is not responsible, the performance period shall be extended to a reasonable start-up period after the obstacle has ceased to exist.

6.3 Reminders and any setting of deadlines must be sent in writing, by fax or e-mail.

7. Special obligations of Licensee

7.1 Licensee shall back up all data and programs at intervals appropriate to the application, but at least once a day, to ensure that they can be restored with reasonable effort.

7.2 Licensee shall comply with Licensor’s instructions regarding any updates, upgrades or other maintenance services.

7.3 Licensee shall treat all information about the Software, methods and procedures, programs, source documents, formulae used to create it and all documents pertaining to the Software, its contents, data carriers and associated correspondence including all information or materials relating to Licensor’s business or operations, pricing data, marketing techniques, business plans and strategies, financial and other contractual agreements, server infrastructure and locations (“**Confidential Information**”) as confidential during the entire period of use and after termination thereof and shall not make them accessible to any third party unless otherwise authorised by Licensor. Licensee shall also obligate his/her employees to confidentiality accordingly. Licensee shall protect the Confidential Information disclosed by Licensor using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care). In the event that Licensee becomes or may become legally compelled to disclose any Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process or otherwise), Licensee shall provide to Licensor (to the extent permitted by law and where reasonably practicable), prompt prior written notice of such requirement so that Licensor may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this clause 7.3.

7.4 Licensee shall take all necessary precautions to prevent unauthorized access to or use of the Software by third parties.

7.5 Licensee shall be liable to Licensor for all damages resulting from any breach of its obligations under these Terms and Conditions and shall indemnify and hold Licensor harmless from and against any and all third-party claims arising therefrom, regardless of their legal basis.

7.6 If Licensee exceeds the restrictions imposed on Licensee under Clauses 4 and 5 of Part A of these Terms and Conditions when using the Software, Licensee shall be liable for any and all loss, expense or damage suffered by the Licensor for each case of infringement by the Licensee. In addition, if the breach remains unremedied for seven (7) days after being called to the Licensee's attention by written notice from the Licensor, the Licensor shall have the right to terminate these Terms and Conditions forthwith without compensation and without being liable therefor to the Licensee in damages.

8. Warranty

8.1 Licensor warrants that the Software will correspond with their specification at the time of delivery and agrees to remedy any non-conformity therein for a period of one (1) year commencing from the date the Software was delivered or deemed to be delivered ("**Warranty Period**"). Subject as expressly provided in the license agreement, these Terms and Conditions, all other warranties, conditions or terms including those implied by statute or common law are excluded to the fullest extent permitted by law. In particular, Licensor does not promise any possibility or compatibility of use or application in connection with other products, in particular software and hardware products. Such investments by Licensee shall be made solely at Licensee's risk.

8.2 Defects must be reported to Licensor immediately in writing, by fax or e-mail, together with a brief description of the nature of the defect. Licensee must inspect and test the Software for evident defects upon delivery. Evident defects shall be reported to Licensor and objected to as defects immediately, no later than 14 days upon delivery of the Software in writing, otherwise the warranty shall expire with regard to such evident defects. If Licensee does not give notification to Licensor in accordance with this clause 8.2, Licensor shall have no liability for any defect or failure or for any consequences resulting therefrom.

8.3 Defects shall be remedied by Licensor within a reasonable period of time after written notification, at Licensor's option, either by rectification of the defect or by replacement of the defective portion of the Software. If Licensor's inspection does not reveal any defects that have been objected to, or if the defects are due to faulty operation or malfunctions for which Licensor is not responsible, the costs of the inspection or the additional costs thus incurred by Licensor shall be borne by Licensee.

8.4 In the event that rectification of the defect or replacement of the defective portion of the Software is unsuccessful or not viable to remedy the defect, Licensor shall at its own discretion either (a) replace the Software without charge to Licensee (b) terminate this license and refund the full license fee. The remedies as stated in this clause 8.4 shall be the Licensee's sole remedies in respect of any defects of the Software.

8.5 Licensor warrants that Licensee's use of the Software in accordance with this contract does not infringe any rights of third parties. In the event of defects in title, Licensor warrants that it will provide Licensee with a legally flawless way to use the Software or an equivalent software. Licensee shall inform Licensor immediately in writing if third parties assert property rights to the Software against Licensee.

8.6 If the Software is extended or modified by Licensee or by third parties, the warranty shall expire unless Licensee can prove that the respective modification or extension is not the cause or contributory cause of the defect. No warranty is given for faults, malfunctions or damage caused by improper operation, use of unsuitable equipment/supplies or unusual operating conditions.

9. Term of the agreement, rescission

9.1 In the case of a temporary license, Licensee's right to use the Software shall expire upon expiry of the agreed license period. At the request of Licensor, Licensee shall be obliged to delete or destroy all copies of the Software under Licensee's control, in particular including all license keys, and to return dongles to Volume Graphics at its place of business.

9.2 The rights of Licensor under applicable statutory provisions, in particular to rescission due to non-contractual performance or breach of duty by Licensee, shall remain unaffected.

9.3 Notwithstanding any term in these Terms and Conditions or other agreement or document signed between the parties, Licensor may terminate any service provided to Licensee if Licensor is discontinuing or discontinues any such service or software, at any time by giving not less than fourteen (14) days' written notice to Licensee and stating its reason(s) for the termination, and if Licensor deems appropriate, the means by which Licensee may obtain alternate services with Licensor.

10. Miscellaneous

In addition to the provisions of this Part A, the General Provisions pursuant to Part C shall apply and are incorporated with this Part A into the Terms and Conditions.

B.) Volume Graphics Update/Maintenance Terms and Conditions

If an update/service agreement is concluded with respect to the Software (in the following provisions of this Part B and in the provisions of Part C of the Terms and Conditions only referred to as an **"Update Agreement"**), the following provisions shall apply to the update and maintenance services regardless of whether the Licensee has been granted the right to use the Software by Volume Graphics or any legally affiliated company or by a distribution partner or other third parties:

1. Subject matter of the Update Agreement

1.1 Licensor shall provide the following services within the framework of an Update Agreement:

- > Provision of new versions of the Software specified in the Update Agreement (if available within the Update Agreement term)
- > Priority in the correction of reproducible Software errors
- > Priority for technical Software support

1.2 New versions pursuant to Clause 1.1 shall mean officially announced service packs (**"Updates"**) and major releases (**"Upgrades"**) of the Software, as well as unscheduled new Software versions resulting from troubleshooting.

1.3 The Software shall be made available by download via a web account on the Volume Graphics web server (**"Update and Service Account"**). The Update and Service Account shall be set up for Licensee after conclusion of the Update Agreement for the term of the Update Agreement.

2. Service provider

Should the Update Agreement not have been concluded between Licensee and Volume Graphics (i.e. either directly or indirectly via an authorised distribution partner representing Volume Graphics), the services owed under such Update Agreement shall nevertheless be provided by Volume Graphics—in this case as a subcontractor of the authorized distribution partner. Licensee agrees that the data of Licensee necessary for the performance of the owed services—including personal data—must therefore be forwarded to Volume Graphics by such authorised distribution partner. Notwithstanding the foregoing, Licensee agrees that the authorized distribution partner may provide part of the maintenance services to be provided (such as 1st level support) itself.

3. Scope of services

3.1 As holder of an Update Agreement, Licensee shall be provided an Update and Service Account. Licensee shall have access to this Update and Service Account via Licensor's website.

3.2 All new versions of the Software issued during the contract term of the Update Agreement shall be made available to Licensee by download via the Update and Service Account at no additional charge. Licensor shall not owe the installation or commissioning of a new Software version.

3.3 The Update Agreement shall further include the correction of errors in the Software. Should Licensee discover a Software error and notify Licensor of such error in a manner reproducible for Licensor, this error shall be corrected by Licensor with priority. For this purpose, Licensee shall provide Licensor, at Licensor's request, with error reports and other data and protocols suitable for analyzing the error. If the error correction results in a corrected version of the Software, such version shall be made available as an update version to all holders of an Update Agreement via their Update and Service Accounts. The availability of such a version shall be communicated to the holders of an Update Agreement by electronic means.

3.4 Technical inquiries from Licensee shall be given the highest priority.

4. Confirmation of the Volume Graphics General Software License and Update/Maintenance Terms and Conditions

Licensee must confirm expressly the validity of the Volume Graphics General Software License and Update/Maintenance Terms and Conditions when logging into the personal web account and/or when installing the new version of the Software, even if Licensee engages third parties to perform this on his/her behalf. If Licensee does not accept the Volume Graphics General Software License and Update/Maintenance Terms and Conditions, Licensor shall be entitled to withdraw from the Update Agreement and Licensee shall not acquire any right to use any new version of the Software provided under this Update Agreement.

5. Contractual Software versions

5.1 An Update Agreement may generally only be concluded for the latest upgrade version of the Software. With the availability of a more current upgrade version than the one previously used by Licensee, an Update Agreement for this Software can therefore only be purchased together with a Software upgrade—except in the case of Clause 5.3.

5.2 Update Agreements which are not ordered at the same time as the purchase of the Software specified in the Update Agreement must be concluded retroactively as of the invoice date of the Software purchased by Licensee or—if Licensee has already concluded an Update Agreement for the Software at an earlier point in time—retroactively as of the day after the end of the term of the last Update Agreement.

5.3 Notwithstanding Clause 5.1, Licensee shall be entitled, despite the publication of a newer upgrade version of the Software in the meantime, to conclude the Update Agreement retroactively pursuant to Clause 5.2 for the purchased Software version and to receive the newer upgrade version of the Software within the scope of the Update Agreement if the period between the date of invoice of the Software purchased by Licensee or—if Licensee has already entered into an Update Agreement for the Software at an earlier date—between the end of the term of the last Update Agreement and the order of the Update Agreement is less than four (4) months.

6. Performance period

6.1 Licensee's claim to priority troubleshooting pursuant to Clause 3.3 shall only exist for the duration of the Update Agreement. Error reports and technical inquiries of Licensee therefore shall only have priority if they are received by Licensor's support team within the term of the Update Agreement.

6.2 Updates and upgrades may also only be obtained by Licensee during the term of the Update Agreement. If Licensee has not downloaded the provided Software versions during the term of the Update Agreement or has not requested for the associated license key during this period, Licensor shall no longer be obliged to provide the respective Software version and/or the associated license key. Licensee shall not be entitled to a refund of any license or update and service fees paid.

7. Term

7.1 Unless otherwise agreed, the term of an Update Agreement shall be one (1) year from the date of invoice. The term of an Update Agreement shall not be automatically extended; a new Update Agreement must be concluded for each subsequent period.

7.2 Notwithstanding any term in the Update Agreement or other agreement or document signed between the parties, Licensor may terminate any service provided to Licensee if Licensor is discontinuing or discontinues any such service, at any time by giving not less than fourteen (14) days' written notice to Licensee and stating its reason(s) for the termination, and if Licensor deems appropriate, the means by which Licensee may obtain alternate services with Licensor.

8. Data protection

Licensor shall comply with the Singapore Personal Data Protection Act 2012 ("**PDPA**"), in particular if Licensee grants access to its operations or its hardware and/or software. Licensor will ensure that its agents undertake to also comply with the provisions of the PDPA. Licensor does not intend to process or use personal data on behalf of Licensee. A transfer of personal data between Licensor and Licensee may only take place in exceptional cases and as the ancillary result of contractual services rendered by Licensor. When such transfer of personal data occurs, the personal data shall be treated by Licensor in accordance with the PDPA. If Licensor accesses personal data through its operations or its hardware and/or software or by personal data transfer, or for whatever reason, the Licensee and Licensor shall enter into a written agreement satisfying the requirements of the PDPA. Licensor shall only be an intermediary of the Licensee.

9. Miscellaneous

In addition to the provisions of this Part B, the General Provisions pursuant to Part C shall apply and are incorporated with this Part B into the Terms and Conditions.

C.) General Provisions

The General Provisions provided in Part C hereto shall be deemed part of these Terms and Conditions and incorporated into the Software License Terms and Conditions provided in Part A and/or the Update/Maintenance Terms and Conditions provided in Part B as if fully contained in it.

1. Payment terms

1.1 The right to use the Software and the right to update and maintenance services shall respectively be granted to Licensee subject to payment of the respective agreed fee to Licensor or its distribution partner. In the case of fees to be paid on an ongoing basis, the right of use shall end (condition subsequent) if Licensee fails to pay any fees due.

1.2 All amounts shall be exclusive of any value added tax from Licensor's place of business. Unless otherwise agreed, the fees shall be determined in accordance with Licensor's price list valid at the time the respective agreement is concluded.

1.3 Unless otherwise agreed, the fee shall be payable by Licensee within 30 days upon receipt of the invoice. Invoices shall be issued in writing by letter or by e-mail (PDF). Special invoicing procedures such as web invoicing etc. shall only be possible with the express consent of Licensor. Web invoicing will incur surcharge fee of 5% on the invoice amount, up to a maximum of SGD 1.200. Credit cards or any kind of charge cards are not accepted.

1.4 If Licensee fails to make any payment by the due date, then without prejudice to any other right or remedy available to Licensor Licensor shall be entitled to:

(a) suspend any further deliveries of the Software pursuant to the license agreement concerned and/or suspend any further deliveries of new versions of the Software and suspend further performance of services pursuant to the Update Agreement concerned; and/or

(b) charge Licensee the interest (both before and after judgment) on the amount remaining unpaid at the rate of five percent (5%) per month until payment in full is made.

1.5 Offsetting shall only be permitted to Licensee in respect of claims which are uncontested by Licensor or have been asserted in a legally binding manner. Licensee shall only be entitled to a right of retention within the respective contractual relationship.

2. Liability

2.1 To the fullest extent permitted by law, Licensor shall under no circumstances whatsoever (including without limitation, by reason of its performance, non-performance or partial performance, whether willful or otherwise), be liable to Licensee for any special, indirect or consequential loss or damages whatsoever; and the following heads of damages or losses (whether claimed as special, direct, indirect or consequential losses or damages): loss of profits, loss of anticipated profit, customer loss, loss of data, economic or financial loss or loss of opportunity, even if such damage or loss were reasonably foreseeable or Licensor had been advised of the possibility of Licensee incurring the same; and without prejudice to the foregoing, the Licensor's liability in any circumstances whatsoever (including without limitation, by reason of its performance, non-performance or partial performance, whether willful or otherwise) shall not exceed 50% of the licensee fee paid by Licensee under these Terms and Conditions.

2.2 Licensor shall be entitled to invoke the objection of contributory negligence. In the event of loss of data, Licensor shall only be liable for the damage that would have occurred if the data had been properly backed up by Licensee, subject to the limits prescribed at Clause 2.1 above.

2.3 No action shall be brought by the Licensee later than one (1) year after the date it becomes aware of the circumstances giving rise to a claim or the date when it ought reasonably to have become aware, and in any event no later than one (1) year after the end of the Warranty Period.

3. Export regulations

3.1 Licensee represents and warrants that it is not located or domiciled in any country for which an embargo or other relevant trade restriction or sanction has been imposed, in particular under the export regulations of Singapore, the Federal Republic of Germany, the European Union or the United States of America (hereinafter collectively referred to as "**Export Regulations**") and that it is not prohibited under the Export Regulations from receiving the Software and/or update and maintenance services with respect to the Software. If Licensor determines that, contrary to Licensee's representation, the licensing of the Software and/or the provision of update and maintenance services is subject to a sanction under the Export Regulations, Licensor shall be entitled to rescind these Terms and Conditions and any other agreements related to these Terms and Conditions (as may be applicable).

3.2 Licensee agrees not to ship, transfer or export the Software to any country to which export is prohibited by the export regulations of the country in which Licensee is domiciled. All Licensee's rights to own and use the Software shall terminate immediately if Licensee fails to comply with this obligation.

3.3 Licensee shall bear sole responsibility for compliance with any and all relevant export regulations applicable to it and shall accordingly defend, indemnify and hold harmless Licensor for any violation of any such export regulations either by itself, its affiliates or its agents.

4. Miscellaneous

4.1 If any provision of these Terms and Conditions, the license agreement and/or Update Agreement is invalid or unenforceable for any reason and in any jurisdiction, this shall not affect the validity of the remaining provisions. Licensor's failure to exercise or enforce any right or provision of these Terms and Conditions, the license agreement and/or the Update Agreement shall not constitute a waiver of such right or provision.

4.2 The license agreement, including these Terms and Conditions, and/or the Upgrade Agreement, including these Terms and Conditions, constitute the final, exclusive and comprehensive agreement in respect of the subject matter thereof and shall supersede all prior and contemporaneous agreements between the parties.

4.3 Any amendments of, or supplements to, these Terms and Conditions, the license agreement and/or the Update Agreement must be made in writing to be valid. Any of Licensee's general terms and conditions are hereby expressly excluded and shall not be recognized even if Licensor does not expressly object to them again after receipt.

4.4 Licensor shall be entitled to have all obligations fulfilled by third parties on behalf of Licensor. In this case, Licensor as the contractual partner shall continue to guarantee the proper fulfilment of its contractual obligations to Licensee and Licensee shall accept the performance rendered as the performance of Licensor. Notwithstanding anything in this clause 4.4, nothing in the contract shall operate to confer any rights on any third party and no other person other than Licensee and Licensor may enforce any provision of the contract by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B).

4.5 These Terms and Conditions, the license agreement and/or the Update Agreement shall be governed by the laws of Singapore without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly and entirely excluded. Any dispute arising out of or in connection with these Terms and Conditions, the license agreement and/or the Update Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator to be appointed by the SIAC. The language of the arbitration shall be English.