

Terms And Conditions

Singapore and other parts of Asia (except China and Japan)



Terms And Conditions

The Terms and Conditions for Asia (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) are available in English and can be downloaded on www.volumegraphics.com/en/terms-conditions.

These Terms and Conditions apply to the license, installation and use of the software programs VGSTUDIO, VGSTUDIO MAX, VGiNLINE, VGMETROLOGY, VGMETROLOGY ES, and VGRECO including supplied dongles ("Software") and any other software-related services ("Services") by Volume Graphics Pte. Ltd., #04-106/107, German Centre, 25 International Business Park, Singapore 609916 and its affiliated companies ("Licensor") to Licensees in Asia (as indicated above) or persons accepting delivery in the aforementioned territories ("Licensee").

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Definitions

In these Terms and Conditions, unless the context provides otherwise, the following terms and expressions shall have the following meanings:

"Licensed Software" means such Software and all copies of such Software of the type and specifications set out in an Order, including without limitation, such dongles, License Key and user documentation relating to the foregoing which is provided by Licensor and all copies of such Software in any format or medium, including, but not limited to, any texts, sounds, images, photographs, videos, animations, graphics, documentation or other materials incorporated into or accompanying such Software, but not including any additional products, such as "FlexNet" and "VG Vendor Daemon";

"License Key" means such number or code provided or delivered to Licensee after the conclusion of a License Agreement to enable Licensee to install and/or use the Software;

"License Agreement" means such concluded license agreement between the Licensor and Licensee in respect of the Licensed Software, comprising the Order and these Terms and Conditions;

"Service/Update Agreement" means any concluded service/update agreement between the Licensor and Licensee in respect of Services/updates to Licensed Software, comprising the Order and these Terms and Conditions;

"Order" means Licensor's quote accepted by Licensee or Licensee's purchase order or other ordering document submitted to Licensor in respect of Software, Services and updates to Software, which references the specific Software and/or Services ordered, the pricing and other applicable terms;

"IP Rights" means all current and future copyrights, patents, trademarks or rights in databases, inventions or trade secrets, know-how, rights in designs, trade and business names, marks and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country of the world;

"Warranty Period" shall have the meaning set out in Section 7.8.

A.) License Agreement

These Terms and Conditions apply to a concluded License Agreement.

1. Ownership

1.1 With a concluded License Agreement, the Licensee acquires the right to use the Licensed Software but not the right of ownership or any other rights to the Licensed Software itself.

1.2 Licensor owns and retains all worldwide right, title and interest in and to the Software, including all related IP Rights. Except for the License expressly granted to Licensee in section 2.1 below, or unless otherwise agreed, Licensee shall not acquire or claim any right, title or interest in or to any Licensed Software or related IP Rights, whether by implication, operation of law or otherwise.

1.3 Notwithstanding anything to the contrary herein, the Licensed Software is licensed to the Licensee upon the rights and obligations set out herein. The Licensee acknowledges and accepts that he/she has no right or ability to convey any rights in the Licensed Software to any third party or to grant any license to use the Licensed Software to any third party.

2. Grant and scope of License

2.1 Subject to the conclusion of a License Agreement and Licensee's compliance with these Terms and Conditions, including Licensee's timely payment of all applicable fees, the Licensor grants to the Licensee a non-exclusive, worldwide, non-transferable, non-sublicensable right and license to install and use the Licensed Software ("License") subject to the conditions set out herein and such additional terms which may additionally apply to specific types of Licensed Software as set out in Section 3 below.

2.2 Any modifications to the terms of the License must be in writing and mutually agreed by the Licensor and the Licensee.

2.3 The Licensee is responsible for putting the Licensed Software into operation. The Licensor is not obliged to provide any installation, maintenance or support services for the Licensed Software. Any such services will be the subject matter of a separate Update/Service Agreement.

2.4 Notwithstanding the type of Software or the licensing model, multiple instances must only be used by the same user, not different ones. Any such misuse of the Software will elicit the immediate expiration of all ongoing license agreements with the Licensee, no separate termination notification from Licensor is required.

3. Additional terms which apply to specific types of Licensed Software

3.1 Node Locked License: With the purchase of a Node Locked License, the Licensee acquires the right to install and use the Licensed Software on only one (1) computer for each one (1) purchased license. After installation of the Licensed Software, a special License Key is generated as a part of the licensing process, allowing Licensed Software to be used on this specific computer. Subject to the License Agreement, the Licensee is entitled to allow any individual to use the Licensed Software on the computer for which the License Key has been generated in accordance with the License Agreement.

Notwithstanding the type of Software or the licensing model, no Licensee is permitted to use a Node Locked License of the Software installed on a computer by any kind of remote connection (e.g.: VPN).

Any such misuse of the Software will elicit the immediate expiration of all ongoing license agreements with the Licensee, no separate termination notification from Licensor is required.

3.2 Network licenses (Floating Licenses) are available for VGSTUDIO MAX, VGMETROLOGY and VGMETROLOGY ES. There are two different types of Floating licenses:

(a) Floating Licenses: They are intended for use on different computers in a local area network (LAN). The number of seats purchased determines the number of concurrent instances of the software. Each instance, even if started on the same computer, counts as one seat. Multiple instances must only be used by the same user, not different ones. All seats hosted by one license server must have the same add-on module configuration. The licensee will receive VGSTUDIO MAX, VGME-TROLOGY or VGMETROLOGY ES for all supported operating systems, allowing the licensee to use a single floating license in a heterogeneous LAN. The license server requires a physical computer with a fixed IP address. Notwithstanding the type of Software or the licensing model, no Licensee is permitted to use a Floating License of the Software installed on a computer by any kind of remote connection (e.g.: VPN).

Any such misuse of the Software will elicit the immediate expiration of all ongoing license agreements with the Licensee, no separate termination notification from Licensor is required.

(b) Global Floating Licenses: They are intended for use on different computers which may be part of any TCP/IP network. The number of licenses purchased determines the number of concurrent seats of the software; the number of concurrent instances per license may vary depending on what Software and what additional modules the Licensee has purchased. Multiple instances must only be used by the same user, not different ones.

Use of Global Floating Licenses requires the Flexera FlexNet Licensing Server (the "FlexNet") which is part of the installer package that Licensee may download after purchase of the Software. Licensee also needs to download the "VG Vendor Daemon", which together with the FlexNet will permit the import of the licenses. Use of Global Floating Licenses without download of the FlexNet and installation of the VG Vendor Daemon will not be possible.

3.3 Evaluation License: The Licensor offers Evaluation Licenses (testing licenses) to potential customers. Evaluation Licenses are referred to as "Node Locked Licenses" which are for use on one specific PC only. Unless otherwise agreed, an Evaluation License is valid for 30 days and is not renewable. The Software product installed for evaluation purposes must be deinstalled and/or removed from the PC or any data carrier after the granted Evaluation License has expired, at the very latest three months after the initial installation of the Software product.

An Evaluation License is intended to serve a potential customer as basis for his/her decision about whether the product fits his/her needs. Any use, propagation or publication of materials or information, e.g., pictures, animations, measurement results or other results, generated with an evaluation license is prohibited.

Notwithstanding the type of Software or the licensing model, no Licensee is permitted to use a Evaluation License of the Software installed on a computer by any kind of remote connection (e.g.: VPN).

Any such misuse of the Software will elicit the immediate expiration of all ongoing license agreements with the Licensee; no separate termination notification from Licensor is required.

3.4 Dongle License: With the purchase of a Hardware Dongle License, the Licensee acquires the right to install and use the Software on any computer, in conjunction with one (1) dongle provided to the Licensee by the Licensor.

(a) After installation of the Software, a special License Key is generated as a part of the licensing process, allowing Software to be used on any computer in conjunction with a dongle as well as a valid license on and for this dongle.

Subject to the Terms and Conditions of this License Agreement the Licensee is entitled to allow any individual to use the Software with the provided dongle for which the License Key has been generated in accordance with the Terms and Conditions of this License Agreement. Any duplication or technical modifications of the dongle are strictly prohibited.

Notwithstanding the type of Software or the licensing model, no Licensee is permitted to use a Dongle License of the Software installed on a computer by any kind of remote connection (e.g.: VPN).

Any such misuse of the Software will elicit the immediate expiration of all ongoing license agreements with the Licensee; no separate termination notification from Licensor is required.

(b) Loss and/or theft of a hardware dongle after issuing of a license file coded on this hardware dongle is equivalent to losing the usage rights mentioned in Section 2.1.

(c) Licensee will be protected against loss and/or theft of the hardware dongle with the license file only if:

- (1) The Licensee has purchased a VGSTUDIO Dongle License, a VGSTUDIO MAX Dongle License of Version 2.2 or later, a VGINLINE Dongle License, a VGMETROLOGY Dongle License or a VGMETROLOGY ES Dongle License (regardless of whether as initial or subsequent purchase or as a reorder or upgrade);
- (2) The Licensee has chosen the option Dongle License Protection under a purchased Service/Update Agreement or as a separate order;
- (3) If the Licensee already owns the Dongle License before ordering Dongle License Protection for it, the initial dongle has to be sent back to the Licensor before a new dongle covered by Dongle License Protection will be sent to the Licensee; and
- (4) All license fees due for the Licensed Software including Dongle License, Dongle License Protection (if purchased) as well as for Service/Update Agreement have been paid completely by the Licensee to the Licensor.

If all of the aforesaid conditions are met, the Licensee receives from the Licensor a hardware dongle and a temporary license file with a runtime of 12 months. 90 days before the expiration date of such license file, the Licensed Software will inform the Licensee that he/she should contact the Licensor in order to receive a new license file, again with a runtime of 12 months, if Licensee wants to extend Dongle License Protection under a Service/Update Agreement for such License or separately.

(d) In the event of loss or theft of a hardware dongle, the Licensee, provided he/she has purchased the Dongle License Protection, has to pay for the new hardware dongle with a new license file at such price equivalent to 2 % of the gross list price of the respective Licensed Software package per month for the period commencing from the date notice is given of the loss of a hardware dongle to Licensor and the expiry date of the original temporary license file).

(e) The Licensor reserves the right to demand from Licensee appropriate evidence of loss or theft to its satisfaction if the hardware dongle is lost or stolen several times within the validity period or runtime of Dongle License Protection.

3.5 VGINLINE: The product VGINLINE is only available as a dongle license, as described in Section 3.4. Dongle licenses issued for VGINLINE are only valid for the corresponding Installation (Installation meaning the combination of a single CT scanner and any other hardware); Licensee has to specify such Installation before VG sends out a quote. A VGINLINE setup, at a minimum, comprises of a VGINLINE Controller (an editor tool and controller) and one VGINLINE Worker (software program). Additional components include VGINLINE Workspace (an internal network directory) and VGINLINE Viewer (display tool). It is necessary to purchase a VGINLINE Worker for each work station used together with VGINLINE. Any transfer of a VGINLINE dongle license from one VGINLINE Installation to another is strictly prohibited, and may result in the voiding of any applicable warranties. Licensor is entitled, after giving prior notice and during normal working hours, to inspect Licensee's premises to verify whether Licensee uses the Licensed Software in an Installation and if this Installation is still identical with the one in the quote. Pricing quotes for VGINLINE are dependent upon the details and necessary requirements of each operation and therefore vary, regardless of Licensee's prior purchases and/or previous receipt of other hardware dongle licenses from Licensor.

3.6 Miscellaneous:

(a) **License Key:** The License Key is valid only for the computer or hardware dongle for which it has been generated or for the network on the server for which it has been generated. A transfer onto another computer/hardware dongle/network is not possible and not allowed.

(b) **Updates and upgrades:** If the Licensed Software is an upgrade or update to a previous version, Licensee must be the owner of a valid license to such previous version in order to use such upgrade or update. All upgrades and updates are provided to the Licensee on a license exchange basis. Licensee agrees that by using an upgrade or update he waives the right to use any previous version.

(c) The use of the Licensed Software according to the (a) Node Locked License, (b) the Network License, (c) Evaluation License and (d) Dongle License each require the generation of a special License Key in the course of the licensing process. The right of use to the Software ceases if the Licensee has not accessed the License Key within one year following the conclusion of the License Agreement. The Licensee has no claim for repayment of any paid license fees, if the Licensee has not downloaded the License Key in time.

4. License Restrictions

4.1 General Usage Restrictions

(a) Except to the extent permitted by law, the Licensee is not permitted to reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the Licensed Software or attempt to disable or circumvent any License Key or other technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to, any Licensed Software. Neither the Licensed Software nor its documentation may be altered in any way, including, without limitation, being extended, changed for use on other systems, or translated into other languages, except and only to the extent that such activity is expressly permitted by applicable law. The Licensee may not create derivative works based wholly or in part on the Licensed Software.

(b) The Licensee has no right to rent, lease, sell, sublicense or assign the Licensed Software or any underlying software, technology or other information, including any printed materials relating to the foregoing. In particular, the Licensee shall not resell the Licensed Software or any rights to use the Licensed Software or access to the Licensed Software.

(c) Except as otherwise expressly set forth in the License Agreement, the Licensee is not entitled to copy, reproduce or distribute the Licensed Software, as a whole or in part.

(d) Licensee agrees to use the Licensed Software in compliance with all applicable laws and regulations. Without limiting the foregoing, Licensee may not download or otherwise import or re-export the Licensed Software except in full compliance with all applicable laws and regulations including any laws on the exportation of Licensed Software technology.

4.2 The Licensee has no right to rent, lease, share, sell, sublicense, assign, export or otherwise transfer, distribute or disclose the License Key to any third party. Licensee shall not remove or obscure any copyright, trademark, patent or other proprietary notices, or symbols from the Software.

4.3 With regard to access to and use of the Software, Licensee hereby warrants that all information about himself/herself (information termed "Registration Data") provided to the Licensor is true, accurate, up-to-date and complete. Licensor is entitled to use and disclose the information contained in the Registration Data as necessary to comply with applicable laws, legal requirements or to be able to fulfill this License Agreement.

5. Time and Place of Performance

5.1 Unless otherwise mutually agreed, the time for delivery/performance shall not be of the essence, and the Licensor shall not be liable for any delay in delivery or performance howsoever caused.

5.2 The delivery of the Licensed Software may be delayed by the same number of days as payment has been delayed by the Licensee or as the Licensee has failed to provide the assistance required by the Licensor in order to fulfill his contractual obligations. Should the Licensor be prevented from performing the Service or delivering the Licensed Software by circumstances beyond its control, the time of performance is extended to an adequate start-up time after elimination of the hindrance, and the Licensor shall not be liable to the Licensee for any loss damages costs charges or expenses arising from any such delay in delivery/performance.

5.3 Reminders and deadlines are valid only if received in writing, by fax or e-mail.

5.4 Upon the Licensee placing an Order and the conclusion of a License Agreement, the Licensee shall be provided with a weblink for download via Internet. Licensee must tick the check box next to the sentence "I have read and I accept the terms of the License Agreement" prior to installing the Licensed Software, otherwise Licensee shall not be entitled install and use the Licensed Software and/or the Services. Additional charges shall apply for delivery via DVD. The obligations of the Licensor within the framework of the License Agreement shall be deemed to have been satisfied at the time when the License Key has been supplied by the Licensor.

6. Obligations of the Licensee

6.1 The Licensee is responsible for reporting any defects in the Licensed Software immediately after their discovery by providing a detailed description of the errors encountered.

6.2 The Licensee is responsible for saving all data and programs at intervals adequate for the respective application but at least once per day to ensure that these can be recovered with a reasonable amount of time and effort.

6.3 The Licensee is obliged to follow the maintenance instructions given by the Licensor.

6.4 The Licensee shall treat all information concerning the Licensed Software, methods and procedures for its development and all associated documentation, its contents, storage media and associated correspondence as confidential ("Confidential Information") during and after expiry of the entire period of its use and shall not disclose or give access to such information to any third party. This also applies to all information derived from a decompilation of the Licensed Software insofar as decompilation is permitted by statutory law. Confidential information does not include any information or material: (a) which is or subsequently becomes available to the general public other than through a breach by the Licensee; (b) which is already known to the Licensee before disclosure by the Licensor; (c) which is independently developed by the Licensee without use of or reference to the Confidential Information of the Licensor; or (d) which the Licensee rightfully receives from third parties without restriction as to use or disclosure. The Licensee undertakes to procure that his/her employees, agents, subcontractors to whom Confidential Information may be disclosed shall be bound by the same confidentiality obligations as contained herein. The provisions of this section shall survive the termination of this License Agreement.

6.5 The Licensee shall take all precautions necessary to prevent third parties from unauthorized use or access to the Licensed Software.

6.6 The Licensee is responsible for and warrants that he/it has assessed that the specification of the Licensed Software complies with his demands and requirements before concluding the License Agreement. The Licensee warrants that he/it is familiar with the essential functional features and conditions of the License Software.

7. Warranty

7.1 Except as expressly provided in these Terms and Conditions, all warranties, conditions or other terms which might be implied by statute or common law are excluded to the fullest extent permitted by law, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, noninterference, system integration and non-infringement.

7.2 The Licensor warrants that the Licensed Software will correspond with their specification at the time of delivery. However, Licensor does not warrant that use of the Licensed Software will meet Licensee's requirements or be uninterrupted or error-free or that errors in the Licensed Software (if any) will be corrected. The Licensor does not warrant any possible or potential uses in connection with other products, in particular software and hardware products. The Licensor shall not in any event be liable for any loss or damages incurred by Licensee arising from or in connection with the incompatibility or inability to use the Licensed Software with Licensee's hardware.

7.3 The Licensor further warrants that the Licensed Software is free from defects which would negate or substantially diminish its value or usability for the purpose for which it is intended according to the License Agreement. The Licensor's above warranty is subject to the following:

(a) The Licensee acknowledges and accepts that errors in computer programs can never be completely excluded according to the current state of the technology.

(b) Any impairment of the functionality of the Licensed Software resulting from hardware defects, environmental conditions, operating errors and similar causes is not considered to be a defect.

(c) Insignificant reductions in quality are not considered relevant.

(d) Licensor shall not be liable in any event for any loss resulting from any modification made to the Licensed Software.

7.4 Any defects in the Licensed Software must be communicated to the Licensor without delay in writing with a short description of the defect pattern. The Licensee shall examine the Licensed Software for obvious defects upon delivery. Obvious defects must be reported in writing within two weeks from delivery for individual Licensees, in case of corporate Licensees, within one week from delivery, and notified as defects, otherwise the warranty regarding these defects will be forfeited. However, in no event shall the Licensee be entitled to reject the Licensed Software on the basis of any defect or failure, except where the failure is such that the Licensed Software delivered is of a fundamentally different nature than those which the Licensor had contracted to deliver. Should any notified defects be unascertainable during an examination by the Licensor or arise from maloperation or malfunctions for which the Licensor cannot be held accountable, the cost of examination or any additional costs shall be borne by the Licensee.

7.5 During the Warranty Period and subject to the provisions of this Section 7, the Licensor shall remedy any latent defects in the Licensed Software within a reasonable period of time from receipt of a written notification by rectification or replacement of the Licensed Software at Licensor's sole and absolute discretion. Repair is deemed to have failed only after two unsuccessful attempts. Licensor reserves the right to provide Licensee with a workaround in lieu of fixing a defect should it in its sole judgment determine that it is more effective to do so. The remedies set out in this Section 7.5 shall be the sole and exclusive remedies of the Licensee in respect of any defect in the Licensed Software.

7.6 The Licensor warrants that the use of the Licensed Software according to the terms of this License Agreement by the Licensee will not infringe any patent copyright design trade mark or other industrial or intellectual property rights of any third party. In case of legal defects, the Licensor warrants that it shall procure for the Licensee, the right to continue to use the Licensed Software or replace, improve or modify the Licensed Software to make them non-infringing or provide for the Licensee, the use of software with similar functionality. The Licensee shall inform the Licensor in writing without delay if a third party should lodge any claim to him regarding any allegation that the Licensed Software infringes a patent, trademark or copyright of a third party.

7.7 If the Licensed Software is extended or modified by the Licensee or any third party, any warranty shall cease unless the Licensee can prove that the respective modification or extension is not the cause or concurrent cause of the defect. The Licensor does not warrant for faults, malfunctions or damages caused by improper operation, use of unsuitable equipment or unusual operating conditions.

7.8 The period of warranty for latent defects towards companies or other persons shall be one year, and two years towards consumers ("Warranty Period").

8. Export Rules

Licensee agrees that the Licensed Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the Federal Republic of Germany, the European Union or the United States Export Administration Act or any other export laws, restrictions or regulations whether in Singapore or elsewhere in the world (collectively the "Export Laws"). In addition, if the Licensed Software is identified as an export controlled item under the Export Laws, Licensee represents and warrants that Licensee is not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba and North Korea) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Licensed Software. All rights to use the Licensed Software are granted on condition that such rights are forfeited if Licensee fails to comply with these Terms and Conditions.

B.) Service/Update Agreement

If Licensee has concluded a Service/Update Agreement, Licensor shall provide such support and maintenance included in an Order in accordance with the Terms and Conditions set out in this Section B.

1. Benefits provided under a Service/Update Agreement (“Services”)

1.1 Access to an individual web account with:

- > Software upgrades (if available during period of validity)
- > Software beta versions or pre-releases (if available during period of validity)
- > priority bug-fix support
- > priority Software support

1.2 A Licensee under a valid Service/Update Agreement receives an individual password-protected account on the Volume Graphics web server. The Licensee will be able to access his web account through the website of the Licensor.

1.3 All upgrades—minor as well as major release upgrades—of Licensed Software becoming available within the validity period of the Service/Update Agreement are available free of any additional charge for download from the Licensee’s web account.

1.4 A Licensee under a valid Service/Update Agreement shall be offered short term bug-fix support for the Licensed Software. Any bug reported by a Licensee will be processed with high priority. As soon as a bug-fix is available, all Licensees under a valid Service/Update Agreement will be notified and will be able to download it from their web account on our web server.

1.5 Licensee will be provided with beta versions for download. Beta versions are early development versions of upcoming Licensed Software releases. Beta versions have already been tested but are still undergoing development and quality assurance and do not yet include the updated documentation. Beta versions are provided on an as-is basis, without warranty. The Licensor does not assume any liability for data loss or damage that may occur from using beta versions. The Licensor recommends users to back up all important data before installing or using any beta version of the Licensed Software. A beta version is available in English only. The idea behind providing the Licensee with beta versions of Licensed Software is to increase communication and the exchange of information between the Licensee and the software development team of the Licensor.

1.6 The Licensor attaches great importance to providing the best possible support to all Licensees and support requests from Licensees will be processed with highest priority.

2. Availability of Update/Service Agreements

2.1 Certain Services and/or Updates are available for the latest Software release only. Service/Update Agreements can be contracted only for such new release. Licensees can upgrade the existing installation of Licensed Software free of charge. Without a valid Agreement, Licensees owning a previous Licensed Software version would have to purchase a regular upgrade to the latest Licensed Software release before being eligible to conclude a Service/Update Agreement.

2.2 Any Service/Update Agreement concluded shall always be valid from the day of purchase of the license or expiry of the previous Service/Update Agreement. Any Service/Update Agreement concluded at a later date will have to be concluded retrospectively, beginning at the date of the license purchase or expiry of the previous Service/Update Agreement.

3. Period of Validity and Extension of a Service/Update Agreement

3.1 The Service/Update Agreement shall be effective upon download of the License Key for the Licensed Software, provided that a Service/Update Agreement has been concluded and the Licensee has paid the agreed license, update and ser-

vice fees. If the Licensee has not accessed the License Key within one year after conclusion of the Service/Update Agreement, Licensor is exempt from any obligation in connection with the Service/Update Agreement (in particular the obligation to offer to such Licensee short-term bug-fix support services). In this case, the Licensee shall not have any claim against Licensor for repayment of any paid license and update and service fees.

3.2 A Service/Update Agreement shall be valid for one year as long as no other period of validity has been agreed between the Licensee and the Licensor. The period of validity of a Service/Update Agreement will not be extended automatically.

3.3 Any extension of Service/Update Agreement will have to be specifically requested by the Licensee, such request to be made by the Licensee no later than 30 days after the expiry of the existing Service/Update Agreement. Such extension shall be for a further period of 1 year, commencing from the date such request is accepted by the Licensor. All Services mentioned above will be provided under the new Service/Update Agreement without interruption.

3.4 In case of a Service/Update Agreement being extended, the new Service/Update Agreement will be valid from the day after the previous Service/Update Agreement has expired, e.g., if the previous Agreement was valid until 2010-12-31, the new Service/Update Agreement will be valid from 2011-01-01 to 2011-12-31. If the Service/Update Agreement is not continued within 30 days after expiry, the Licensee will lose all the services from the moment his previous Service/Update Agreement expires. Should a new Software release become available after the Service/Update Agreement has expired, the Licensee will have to purchase a regular upgrade to the latest Software release before being eligible to contract a new Service/Update Agreement.

C.) Software Training

The following terms and conditions shall additionally apply to the Licensor's software training courses and workshops.

1. Payment Terms

1.1 The Licensee shall ensure that the training/workshop fee applicable for the persons taking part in the software training courses and workshops ("Participant") is paid in full into Licensor's bank account no later than four (4) weeks prior to the start day of the training/workshop. The decisive date shall be receipt of payment by the Licensor.

1.2 The Licensor reserves the right to exclude Participants from the training/workshop if the training/workshop fee is not received in due time. The cancellation/refund policy set out in section 1.3 below applies.

1.3 In case of cancellation of a training course by Licensee, the following rules apply:

- > In case of notification more than 4 weeks in advance of the scheduled date: 100 % refund of the training fee.
- > In case of notification 2–4 weeks before the scheduled date: 50 % refund of the training fee.
- > In case of notification less than 2 weeks before the scheduled date: no refund.

1.4 In case of a request for rescheduling of a course or workshop by the Licensee, the Licensor shall attempt to find a new training date suitable for all Participants. Should this fail and the currently scheduled course is reduced to less than 4 Participants, the same cancellation/refund policies as set out in section 1.3 above applies.

1.5 In case of training at the Licensee's premises, all travel and accommodation costs shall be borne by the Licensee. Licensor shall use all reasonable endeavours to ensure that such travel and accommodation costs are kept low. This might require early booking of tickets and/or hotel rooms. Therefore, in addition to the charges noted in section 1.3 above, the Licensee shall be liable to pay to Licensor, all third party expenses incurred by Licensor due to any request for cancellation or rescheduling of courses by Licensee.

1.6 All IP Rights in the training course materials, curriculum, program structure, training courses, software, source code, data, designs and other materials (including all modifications or updates) provided or otherwise made available by Licensor, whether in hard copy or in other media shall remain the exclusive property of the Licensor.

D.) General Provisions

The following provisions apply generally to all License Agreements and Service/Update Agreements.

1. Terms of Payment

1.1 The right to use the Licensed Software is granted to the Licensee subject to the payment of the agreed license fee to the Licensor or such distributor or reseller of the Licensor (if applicable). Where License fees are payable upon renewal of such license, the right to use the Licensed Software shall terminate automatically if the Licensee fails to pay license fees due.

1.2 Unless otherwise agreed, license fees are determined on the basis of the Licensor's price list valid at the time of conclusion of the License Agreement. All license fees are exclusive of goods and services tax and all other applicable taxes and duties, which shall be borne by the Licensee.

1.3 Except as otherwise agreed, the license fee is due and payable within 30 days from the invoice date by way of [cheque and/or bank transfer]. The invoice will be sent by regular mail or e-mail (PDF). Web invoicing and similar special procedures are subject to a surcharge of 5 % on the amount of the respective invoice, such surcharge up to a maximum of EUR 750. Credit cards or any other kind of charge cards will not be accepted.

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

(a) suspend any further deliveries of the Licensed Software or suspend further performance of Services pursuant to any License Agreement or Service/Update Agreement (as may be applicable) entered into with the Licensee; and/or

(b) charge the Licensee interest (both before and after any judgment) on the amount remaining unpaid at the rate of one per cent (1.0 %) per month until payment in full is made.

1.5 The Licensee may balance his claims against the Licensor only if these are undisputed by the Licensor or legally ascertained. The Licensee has the right of retention only within the respective contractual relationship.

2. Exclusion and Limitation of Liability

2.1 Subject to applicable law and unless otherwise expressly provided herein, Licensor shall only be liable:

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