



Vienna, 05.11.2007

## Enduser Licence Agreement



- You can agree to these licensing conditions by selecting the check box ("I agree to the terms and conditions of this agreement") and registering your details (company, contact person, address, e-mail address, telephone number) in order to enter into this licensing agreement. You can decline to accept the licence agreement and terminate the installation by selecting the following check box ("I do not agree to the terms and conditions of this agreement"). If you decline to accept the terms of the licence agreement, installation or use of the product is not permitted.

## I. LEGAL RELATIONSHIP

This software licence agreement ("agreement") has been concluded between mquadr.at software engineering und consulting GmbH ("mquadr.at"), with its registered address at Halbgasse 26/Top 3, 1070 Vienna, Austria and the customer.

The object of the agreement is the use of mquadr.at products. The terms and conditions of this agreement apply to all product licences granted ("permission to use").

### 1. Permission to use during the trial period

Once the licence agreement has been accepted and the required details registered by the customer, mquadr.at shall initially grant permission to use the software free of charge and for a limited period of 42 days ("trial period") from the day on which the customer first uses the programme (this also applies to the entering of master data). At the end of the trial period, the product shall be automatically disabled by means of an electronic lock-out, which prevents the software from being used once the trial period has expired.

### 2. Use after the trial period has ended

Before the product is deactivated, an alert will appear indicating the imminent lock-out.

## II. PERMISSION TO USE

### 1. Scope of the permission to use during the trial period

mquadr.at shall grant the customer, non-exclusive and non-transferable permission to use the product solely for private and in-house purposes.

### 2. Scope of open-ended permission to use

By entering into an agreement regarding open-ended permission to use, the customer shall be granted the non-exclusive, non-transferable right to use the product in accordance with the terms and conditions of this agreement.

### 3. Improper use

- The customer shall not be permitted in particular, in the event of permission to use in accordance with Point II.1.
- and II.2. , to modify, copy, especially not to reverse engineer, disassemble, or decompile the product, nor to
- arrange or allow the product to be disassembled or decompiled.

Furthermore, the customer shall not be permitted to use the product for commercial purposes irrespective of their nature. In the event of any and all uses not covered by this agreement or deviating from the purpose of the agreement, the customer shall be obliged to purchase permission to use from m.quadrat in accordance with the nature and scope of the respective use.

### 4. Transferring permission to use

Moreover, the customer may not transfer permission to use in accordance with Point II.1 and Point II.2 of this agreement to a third party without prior written permission from mquadr.at.

## III. INTELLECTUAL PROPERTY

The product is copyright protected and may only be used in the context of this agreement. All rights, ownership rights and titles to the product, the documentation and all copies of these shall remain the property of mquadr.at.

## IV. LICENCE FEES

Where permission to use has been obtained in accordance with Point II.2, the customer shall be liable for a one-off licensing fee payable in advance. The customer shall provide the requisite invoicing data, as appears in the product. Once these details have been checked and approved, or once payment has been received, the programme will be activated for full use by the customer within 42 days. If the agreed licence fee is not paid in full to mquadr.at, mquadr.at shall be entitled to prohibit and prevent the use of the product immediately.

If the customer shall fall into arrears with payments, the customer shall be liable for interest on arrears of 8 percentage points over and above the base interest rate (as published at <http://www.oenb.at>). The valid base interest rate on the last calendar day of the second quarter shall determine the rate for the following two quarters. mquadr.at shall reserve the express right to make any additional claims for damage caused by delay.

Furthermore, the customer shall be liable for the costs of any extrajudicial prosecution or recovery measures (debt collection agency, legal representation, etc.).

## V. TERMINATION OF PERMISSION TO USE

### 1. Termination of permission to use in accordance with Point II.1.

Permission to use in accordance with Point II.1. shall terminate automatically at the end of the trial period. mquadr.at shall be entitled to prohibit or prevent the product from being used on technical grounds at any time.

- 2. Termination of permission to use in accordance with Point II.2.
- mquadr.at may terminate the agreement according to Point II.2 at any time in writing giving 5 days notice, if
- termination appears necessary on substantial, in particular technical [product defect] grounds. If the actual
- period for which the product was available to the customer does not exceed a year, the customer shall receive
- reimbursement of 1/12 parts of the licence fee per month or part thereof. After using the product for a year, the customer shall be entitled to reimbursement of half of the agreed licence fee. For each additional year of use, the entitlement shall be reduced by half (halved).

The customer or mquadr.at may terminate the agreement in accordance with Point II.2. in writing at any time. In this case there shall be no entitlement to (partial) reimbursement of the licence fee. mquadr.at may terminate this agreement immediately in writing particularly if insolvency proceedings (bankruptcy, settlement) are brought against the customer's assets, or when an application to instigate such proceedings is refused due to insufficient assets to cover costs, or the prerequisites for such an application are in existence, in particular if the customer is in breach of the terms of this agreement.

## VI. CONSEQUENCES OF TERMINATION OF PERMISSION TO USE

### 1. Consequences of termination of permission to use in accordance with Point II.1.

The product shall be disabled automatically by means of an electronic lock-out at the end of the trial period. If mquadr.at has not granted open-ended permission to use following the trial period, the product, together with any copies made of it, must be removed from all hard drives or other storage media.

Bypassing of the electronic lock-out – regardless of the nature – shall not be permitted. mquadr.at shall delete the details registered and made available by the customer for the purposes of this licence agreement.

### 2. Consequences of termination of permission to use in accordance with Point II.2.

In the event of termination in accordance with Point V.2., the customer shall be obliged to refrain from using the product in any way. mquadr.at shall delete the details registered and made available by the customer for the purposes of this licence agreement.

### 3. Reservation of ownership

mquadr.at shall reserve ownership of all and any products supplied. The customer shall not acquire explicit or implicit rights to the products over and above those agreed in the context of this agreement.

## VII. WARRANTY /LIABILITY

The customer is aware that the creation of software products in general, as well as the creation of the specific product, cannot be entirely error-free. mquadr.at shall therefore only be liable for errors which were recognisable as such in accordance with the best available technology. The product has been developed for the

- standard version/operating system (see description). It is possible that use with operating systems other than
  - those listed in the standard version may cause malfunctions or other faults/damage. mquadr.at shall therefore
  - only assume liability within the meaning of this clause for use as listed in the standard version. mquadr.at shall
  - assume no liability if the customer does not install or use the updates made available by mquadr.at. mquadr.at
  - shall not be liable for earlier versions. mquadr.at shall not be liable for damages caused by or associated with the product download process, or resulting from a programme error or other fault in the programme. Where permission to use has been granted in accordance with Point II.1., mquadr.at shall not be liable for any malfunctions or loss of data caused by deleting the product at the end of the trial period. Where permission to use has been granted in accordance with Point II.2., mquadr.at shall not be liable for malfunctions or loss of data caused by deleting the product on termination of permission to use in accordance with Point V.2.
- mquadr.at shall only be liable for damages in the event of gross negligence or deliberate intent. Furthermore, mquadr.at shall not be liable for consequential damage, or consequential damage caused by a defect, to computers, laptops, hard drives or to any other programmes used in connection with the product used by the customer. Similarly, mquadr.at shall not be liable for loss of data, customer operating system faults, etc.

#### VIII. AGREEMENT INTERPRETATION

In the event that any one of the provisions of this agreement shall become invalid, the respective provision shall be replaced by a legally valid provision, which most closely reflects the financial aim of the original provision. The validity of the remaining provisions shall not be affected.

#### IX. WRITTEN FORM

Changes or additions to this agreement, in particular changes to the information provided by the customer for registration purposes, and in particular additions such as an extension to the scope of permission to use in accordance with II.2. shall be made in writing. An agreement to dispense with the written form shall also be made in writing.

Communication by fax or e-mail shall satisfy the written form requirement.

#### X. CHOICE OF LAW, PLACE OF JURISDICTION

The agreement shall be subject to Austrian law excluding the Conflict of Law rules and the UN Convention on Contracts for the International Sale of Goods. The competent court in Vienna shall have sole jurisdiction with regard to all disputes arising from, or in conjunction with this agreement or its termination.