SOFTWARE LICENCE AGREEMENT FOR HANSAWORLD SOFTWARE

No.

IMPORTANT – PLEASE READ THIS CAREFULLY
THE USE OF THE SOFTWARE FUNCTIONALITIES UNDER THIS AGREEMENT ARE LIMITED

This Software Licence Agreement (EULA) is a legal agreement between you as a sole trader, company or organisation ("the Licensee") and HansaWorld distributor who is licensing the Software (hereinafter "HW") in respect of the HansaWorld software licenced under the present Agreement ("the Software").

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY ANY OTHER SIMILAR MEANS IN THE SOFTWARE OR AT OUR WEBSITE WHICH REFERENCES THIS AGREEMENT OR BY DOWNLOADING OR STARTING THE USE OF THE SOFTWARE OR RELATED SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, IF YOU DO NOT UNDERSTAND, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT DOWNLOAD OR BEGIN THE USE OF THE SOFTWARE.

THE SOFTWARE LICENCED UNDER THE PRESENT AGREEMENT IS FREE OF CHARGE, PROVIDED AS IS AND WITH ALL FAULTS WITHOUT ANY WARRANTIES AND CAN ONLY BE USED FOR DEMO AND TESTING PURPOSES AND ON CONDITIONS THAT THE DEMO DATABASE DOES NOT CONTAIN REAL DATA OF THE LICENSEE, OR THAT THE DEMO IS NOT A PART OF AN INSTALLATION PROCESS UNLESS THE SUBSCRIPTION AGREEMENT FOR HANSAWORLD SERVICES ALLOWING THE POSSIBILITY TO USE REAL DATA AND ACCESS HANSAWORLD SERVICES FOR WHICH THE SOFTWARE IS USED AS A TOOL ALLOWING SUCH ACCESS AND USE IS DULY CONCLUDED BETWEEN HW AND THE LICENSEE.

If you have any doubt regarding any of the provisions of the present Agreement please seek professional legal advice before accepting it.

Particular attention should be paid to the limitation and exclusion of liability clauses in this Licence Agreement.

The Software is licensed and not sold.

1. Commencement

1.1 This Licence Agreement comes into force from the moment you accept the agreement as described above or the Software is installed, ran, copied or used for the first time whatever is earlier.

2. Definitions

2.1 Application Code

Shall mean the code to the application, i.e. the specific functions, forms, tables and reports which form a part of the Software.

2.2 Database

Shall mean the electronic entity upon which the data of the Software are stored.

2.3 Documentation

Shall mean all and any electronic and written aids and specifications developed by HW in relation to the Software, for which the Licensee has acquired the right of use from time to time, and any descriptions developed by HW in relation to the Software.

2.4 Hardware

The equipment used by the Licensee to use the Software.

2.5 HW Group

Shall mean the legal entities belonging to the HW group of companies.

2.6 Licence Agreement

Shall mean this Software Licence Agreement.

2.7 Patches

Shall mean any fixes or additions to the Software developed and distributed by HW (e.g. HAL-patches). Patches are not pieces of software written by the Licensee or by third parties. This Licence Agreement covers standard versions of the Software. This Licence Agreement does not cover any software, including patches, developed specifically for the Licensee, regardless of if such software adds needed functionality or corrects problems in the standard Software.

2.8 Software

Shall mean those parts of the electronic unmodified standard version of HW computer software program, including Updates and Patches and external components and certified solutions which have been integrated and delivered by HW as a part of HW computer software program, for which the Licensee has acquired and actually paid for the right of use from time to time, and any related Documentation.

2.9 Territory

Shall mean the territory where the HW distributor licensing the Software is registered.

2.10 Updates

Shall mean new versions of the Software which HW may release.

2.11 Use of the Software

Shall mean any and all means of the activities and/or interactions with the Software such as, but not limited to, downloading, installing, opening, viewing, testing, copying, entering demo data.

2.12 Applicability of Defined Terms

2.12.1 Where the context so admits, any reference to the singular includes the plural, any refer ences to the plural includes the singular, and any reference to one gender includes all genders.

2.12.2 In this Licence Agreement, a reference to a Clause is a reference to a Clause in this Licence Agreement.

2.12.3 The Headings of this Licence Agreement are for convenience only and shall not constrain or affect its construction or interpretation in any way whatsoever.

3. Scope of the Licence

3.1 Licence Grant

3.1.1 HW hereby grants to the Licensee a free of charge, perpetual, non-assignable, non-transferable and non-exclusive right to use the Software in accordance with the terms of this Licence Agreement. The right to use the Software is granted for demo and testing pur poses only and on condition that the demo database does not contain any real data of the Licensee and that the demo is not a part of the installation process. If the Licensee wishes to use the Software for processing of Licensee's or third party's real data and/or use Hansa World Services for which the Software is used as a tool to access and use such Services the Subscription Agreement for the HansaWorld Services must be duly concluded between the Licensee and HW before the Licensee starts processing of any real data.

3.1.2 The licence is granted for the current distribution version of the Software at commencement of this Licence Agreement.

3.1.3 HW reserves all rights not expressly granted to the Licensee in this Licence Agreement.

3.2 Functions

3.2.1 The Software is a standard software licensed "as is" without warranties and the Licensee accepts it "with all faults", whether or not immediately apparent.

3.2.2 The Licensee shall have no right to adjust or otherwise modify the Application Code of the Software unless otherwise agreed with HW.

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3.2.3 HW is entitled to revoke the right to use certain version(s) of the Software, if HW at its sole discretion. In such cases HW shall not be obliged to give any detailed explanations nor any notice § period to the Licensee.

3.2.4 During the time of validity of this Agreement HW can, in its sole discretion, update or modify the Software by adding functions or taking away functions from the Software, correcting errors in the Software, etc.

3.3 Restricted Areas of Use

3.3.1 The Software is not intended for use in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, life support machines or other equipment in which the failure of the Software could lead to death, personal injury, or sever physical or environmental damage.

3.3.2 The Software is not intended to be used to support or carry any type of emergency communication to any type of hospital, law enforcement authority, medical care unit, rescue service or any other kind of emergency service. It is the sole responsibility of the Licensee to make all necessary additional arrangements to access emergency services (e.g. inter alia wireless or wireline telephone service or any other arrangements that offers access to such services).

3.3.3 The Software is not intended to offer emergency services pursuant to any applicable local and or national rules, regulation or law and it is not a replacement for the Licensee's primary telephone or other communication tools.

4. Intellectual Property Rights

4.1 HW or its licensors hold full copyright, title and all and any other rights to the Software. The Software is protected by copyright laws and international treaties. Any disregards of HW or its licensors rights shall be deemed to be as material breach of this Licence Agreement and shall entitle HW to terminate this Licence Agreement under Clause 10.2 of this Licence Agreement, and pursue all remedies available to it.

4.2 The Licensee is obliged to do the best effort and proactively prevent employees and third parties from infringing HW's Intellectual Property Rights or this Software Licence Agreement.

4.3 The Licensee shall not break or change any Enabler Keys. Nor shall the Licensee change or remove any marks and/or notices concerning copyright, trademarks or other rights, or references hereto stated in the Software or on the medium upon which the Software may have been delivered.

4.4 The Licensee shall not reverse engineer, disassemble or decompile the Software, except where and only to the extent that such operations are permitted according to mandatory, statutory legislation, and the Licensee shall comply with that legislation in all respects.

4.5 The Licensee might be given access to parts or all of the Application Code. This does not in any way represent a transfer of IP rights. The Licensee may use this Code only for making changes and additions to the Licensee's own System and it may be used only according to this Licence Agreement. Any economical copyright for such changes and additions belongs to HW.

5. Use for Illegal Purposes

The Licensee is obliged to ensure that the Software is not used in such a way that would breach the applicable. The Licensee will indemnify HW against all claims and losses arising from any such use and from any use that is not in accordance with the terms of this Licence Agreement.

6. Limitation of Liability

6.1 In no event and no matter the circumstances shall HW be liable for any loss of anticipated profit, loss of data, damage to records or data or any indirect, special, incidental or consequential damages or loss (collectively "losses") (which for purposes of this Licence Agreement shall be deemed to include, but not be limited to the loss of goodwill, or loss as a consequence of any kind of business interruption or cost of replacement system) arising out of or in connection with this Licence Agreement or the use or performance of the Software or services connected thereto even if HW was advised of the possibility of such losses and regardless of whether the cause of action is in contract or tort. Accordingly, the Licensee cannot claim, demand or seek recovery from HW for any of the foregoing losses, and HW will not indemnify the Licensee for such claims.

6.2 HW shall have no responsibility or liability in respect of any confirmations or promises given or representations made by third parties, including HW resellers, HW partners and external consultants, regarding the Software or related services.

6.3 To the maximum extent permitted by applicable law, HW disclaims any product liability as a consequence of loss or damage to property which, in view of its nature, is normally intended for commercial use.

6.4 HW shall have no responsibility or liability for any adjustments or other modifications in the Software or any service and support

of the Software performed by the Licensee itself or provided by third parties or partners of HW. Further, HW shall have no responsibility for any defects which are a consequence of external factors, including other software programs, or a consequence of the integration of or interaction between the Software and the Licensee's own hardware and software environments.

7. Exclusion of Liability

7.1   The Software is licensed "as is" and, to the fullest extent permitted by applicable law, HW makes no warranties or representations and accepts no conditions in relation to the Software. Accordingly, the Licensee shall have no right to raise claims against HW if the Software contains errors and inconveniences, and HW does not correct such errors or inconveniences, or where the operation and performance of the Software are not free of interruptions or errors.

7.2   Where any liability has been limited in this Licence Agreement, such limitation shall have effect to the maximum extent permitted by applicable law. In some jurisdictions, mandatory, statutory legislation does not allow such exclusion or limitation of liability which may entail that the limitations stated herein do not apply to the Licensee, either in whole or in part. In such event the total aggregate liability of HW shall not exceed the amount of 100 USD (one hundred U.S.Dollars).

7.3   The express terms of this Licence Agreement are in place of all terms and obligations implied law, custom or otherwise, all of which are excluded to the fullest extent permitted by applicable law.

8. Force Majeure

8.1   Neither party shall be held liable for any damage sustained by the other party as a direct or indirect consequence of the non-performing party being delayed, prevented or hindered in the performance of its obligations under this Licence Agreement as a result of a force majeure situation. Force majeure situations include war and mobilization, catastrophes of nature, strikes, lock-out, fire, damage to production plant, import and export regulations and other unforseeable circumstances beyond the control of the party concerned.

9. Transfer

9.1   The Licensee shall have no right to sell/rent/lend or in any other way transfer or assign the right to use the Software or any right or obligation under this Licence Agreement to any third party without the prior written consent of HW. Where such consent is obtained, the transfer shall be executed according to general and Licensee specific guidelines for such transfer set by HW.

9.2   HW has the right to transfer its rights and obligations under this Licence Agreement in whole or in part to another company within the HW Group or a third party, and the Licensee hereby irrevocably agrees with such transfer.

10. Term and Termination

10.1   The Licensee shall have the right to terminate this Licence Agreement by giving HW a 1 (one) month prior written notice.

10.2   In the event of the Licensee's material breach of this Licence Agreement, HW shall have the right to terminate this Licence Agreement with immediate effect by written notice to the Licensee and be entitled to claim damages in this connection according to applicable law and pursue all remedies available to it.

10.3   HW or the Licensee can terminate this Licence Agreement with immediate effect by giving written notice to the other party if that party ceases to conduct its operation in the normal course of business or files or becomes subject to any kind of insolvency proceedings.

10.4   This Licence Agreement does not limit HW rights to terminate the Licence Agreement under the provisions of the law applicable to this Licence Agreement.

10.5   Upon the termination of this Licence Agreement, the Licensee shall immediately cease using the Software and promptly delete and erase and destroy the Software, including all and any copies thereof.

11. Validity and Severability

11.1   If any provision of this Licence Agreement is held to be illegal, invalid or unenforceable, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, so as to reflect the original intent of the parties, and such provision shall not affect the legality and validity of the other provisions.

12. Survival Clause

Any terms of this Licence Agreement which, by their nature, extent beyond the day this Licence Agreement comes to an end shall remain in effect and thus bind the parties.

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13. Waiver

13.1 If either party does not exercise, or delays exercising, a right or remedy provided by this Licence Agreement or by law, that failure or delay will not amount to a waiver of that right or remedy by that party. The fact that a party does exercise a right or remedy provided by this Licence Agreement or by law does not prevent that party from exercising that right or remedy again, or exercising another right or remedy.

14. Applicable Law and Jurisdiction

14.1 All and any disputes arising out of the application of this Licence Agreement or otherwise related to this Licence Agreement shall be governed by the laws of the Territory without regard to any choice of law principles, and shall, subject to Clause 14.2, be settled exclu sively by the court where the HansaWorld distributor is situated. The parties expressly consent to the jurisdiction and venue of the said court and hereby waive all objections to the same.

14.2 Clause 14.1 does not prevent HW from seeking or obtaining injunctive relief or other extraor dinary relief in any courts with jurisdiction. To the extent permitted by applicable law, HW may take concurrent proceedings for injunctive relief in any number of jurisdictions.

14.3 The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Licence Agreement.

15. Consent to Use of Data

15.1 By signing this Licence Agreement, the Licensee hereby expressly accepts that any Licensee specific information received from HW on the basis of the contractual relationship regulated by this Licence Agreement, e.g. concerning the Software, including Company Registration No., Nace codes, Name of Licensee, Address, Tel. No., Fax No., E-mail Address, URL, Contact Name and the name of the Licensee's supplier, may be used internally within the HW Group only for the purpose of internal administration of the licence to the Software.

15.2 The Licensee accepts that this Licence Agreement establishes an ongoing relationship, where HW has the right and obligation to inform the Licensee of possibilities regarding the Software or related services that might be of interest or importance to the Licensee. The Licensor might use pop-up messages in the Software and ads in its website, along with fax, mail, email and phone text messages to communicate such information to the Licensee. If the Licensee wishes not to receive such information in some or all of these media, the Licensee has to specifically notify HW of it.

15.3 The Licensee agrees that HW may collect and use technical and related information, including but not limited to technical information about the Licensee's computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to the Licensee (if any) related to the HW software, and to verify compliance with the terms of this Licence Agreement. HW may use this information, as long as it is in a form that does not personally identify the Licensee, to improve HW software products or to provide services or technologies to the Licensee.

16. Confidentiality

16.1 Each of the parties shall treat as confidential information which comes into its possession as a result of or in connection with the performance of this Licence Agreement, whether such information relates to the business, sales, marketing or technical operations of either party or the clientele of either party or otherwise, save that which is generally known or that is already in its possession other than as a result of a breach of this Clause or in the public domain.

16.2 Neither party shall, without the written permission of the other party, knowingly disclose such confidential information to a third party, unless otherwise required by law or in connection with the performance of the rights and obligations of the parties under this Licence Agreement.

16.3 The Licensee acknowledges that HW is a development company and that free flow of development ideas is a fundamental basis of HW business. Therefore the parties agree that any ideas obtained or received during the performance of the rights and obligations of the parties under this Agreement that generate software development ideas is not considered confidential information.

16.4 The operation of this Clause shall survive the termination of this Licence Agreement.

17. Notices

17.1 Any notice of legal nature under this Licence Agreement, such as inter alia Notice of Termination of this Licence Agreement, shall be given by sending it by registered post to other party's registered office.

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17.2   Any notice of informative nature which has no legal consequences can be given also by sending it by facsimile transmission or by e-mail.

17.3   Any such communication will be deemed to have been made to the other party:

(i)   if by letter, three (3) days from the date of posting; or

(ii)   if by facsimile transmission, on the day of transmission; or

(iii)   if by e-mail, on the day on which the communication is first stored in the other party's electronic mailbox.

18.   Priority

18.1   This Licence Agreement replaces any previous Licence Agreements and any previous representations regarding the Software and the terms of its use.

18.2   Any additions or changes to this Licence Agreement have to be made in writing, signed by both parties and dated same day or after the date of this Licence Agreement.

18.3   This Licence Agreement covers the current version and older versions of the Software. Newer versions of the Software might be covered by a new Software Licence Agreement. The Licensee hereby agrees and confirms that if it uses its right according to this Licence Agreement to update the Software, this Licence Agreement will be replaced by the Software Licence Agreement valid at a time of the Upgrade. The Licensee has no right to use such Update(s) of the Software without agreeing to the new Software Licence Agreement, unless specifically agreed with HW in writing. The new Software Licence Agreement will replace this Licence Agreement and any special terms that the Licensee may have earlier agreed with HW in respect of the Licensee's right to use the Software, unless otherwise agreed between the parties in writing.

19.   Export Compliance and Anti-Corruption

19.1   Export Compliance. The Software, related services and other technology HW makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

19.2   Anti-Corruption. The Licensee hereby confirms that it have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of HW employees or agents in connection with this Agreement. Reasonable gifts and   entertainment provided in the ordinary course of business if allowed by the applicable law do not violate the above restriction. If the Licensee learn of any violation of the above restriction, the Licensee will use reasonable efforts to promptly notify HansaWorld Group Legal Department Compliance Division (legal@hansaworld.com).

For and on behalf of HW:

_____
(Full legal name and address)

_____
(Date)

_____
(Name and Title of the signatory)

For and on behalf of the Customer:

_____
(Full legal name and address)

_____
(Date)

_____
(Name and Title of the signatory)

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