

Remark

In the following the VARCHART license terms are listed which are used for in-house applications exclusively. However, for the usage of VARCHART modules in applications or products which shall be distributed to third parties these license terms do not apply, but a VARCHART VAR Agreement has to be concluded between NETRONIC and the licensee. A draft of such an agreement can be requested from NETRONIC or be downloaded from its website www.netronic.com.

VARCHART License Terms for In-house Applications

1. Subject Matter of License

Subject matter of the license are the computer programs recorded on the data carriers, indicated hereinafter as VARCHART Modules, i.e. software components used for the development of software applications, not mentioning the software component VARCHART XGantt Light.

The contracting parties agree that according to the latest technological development it is not possible to supply computer development software working free of errors in all applications and combinations. Thus, subject matter of the license is solely the permission to use the software.

2. Grant of License

NETRONIC grants to the licensee the non-exclusive right to use the VARCHART modules according to the acquired development licenses for the development of own applications in compliance with the acquired licenses for a settled period. A license for a settled period is required for each PC, work station or server provided with an application developed with VARCHART modules or in a computer network for each registered user entitled to use such an application.

The licensee is obligated to use the acquired software solely for his own enterprise or his organization to use and develop own applications. The licensee is not permitted to transfer VARCHART modules or any application with them to third parties or to make them accessible to third parties in another way. The licensee may not modify the software, translate, redevelop, decompile, disassemble, copy or use the software for distribution elsewhere. In particular, the licensee is obligated not to sell or assign products with the integrated licensed software.

3. Ownership of License

The licensee only obtains the ownership of the physical data carrier on which the software is recorded. The licensee will not obtain further rights in the software. The license will be granted non-exclusive; thus, NETRONIC reserves all rights on publication, copying, processing and exploitation of the software.

4. Termination

The license is effective until terminated. The licensee's right to use the product is effective definitely after payment of the price agreed upon for the development and runtime licenses.

The licensee's right to use the software will, however, terminate automatically, even without notice, if the licensee fails to comply with any of the license terms.

5. Compensation Owing to Infringement of License Terms

The licensee is liable for all damage referring to copyright infringement caused by infringement of license terms by the licensee. If the licensee uses the license outside enterprise or initiates transfers to third parties, further claims for damages are possible. The base of loss adjustment will then be the compensation also otherwise demanded by NETRONIC for such use of license.

6. Maintenance and Support

The licensee may use the NETRONIC maintenance and support service for the acquired VARCHART modules by payment of an annual fee. This service includes as follows:

- Hotline support by phone, fax or e-mail during normal business hours
- new VARCHART releases for development and runtime versions
- bug fixing

Serious bugs which prevent the licensee from working with VARCHART for particular purpose and for which no work-arounds exist will be fixed within 30 days in an intermediate release. Other bugs will be eliminated within the following regular release. Specific types of bugs may require that the licensee must provide data and / or a test environment which would enable NETRONIC to reproduce the bug.

Further claims of the licensee concerning maintenance and support against NETRONIC are excluded.

7. Liability and Warranty

The implied warranty regulations are effective subject to the proviso that warranty for the delivered license software is determined to one year agreed upon by the contracting parties.

The contracting parties agree, however, that the restriction, as mentioned in section 1, paragraph 2 with regard to the use of the software is effective from the beginning. Accordingly, NETRONIC does not warrant that the software will meet the requirements of the licensee and / or will cooperate with other programs chosen by the licensee.

The licensee bears responsibility for careful selection and consequences of use as well as the results intended and achieved by using the software.

Moreover, warranty is excluded if any error inspection indicates that the used hardware or software does not meet the technical requirements.

Moreover, due to implied warranty, NETRONIC reserves the right for replacement or subsequent improvement.

As far as not gross negligence can be identified at the expense of NETRONIC, the licensee may demand only a reduced purchase price or license cancellation in case of unrepairable significant error.
Further claims, in particular claims for consequential damage, may only be demanded in case of gross negligence and intention.

Besides, the contracting parties agree that the liability of NETRONIC is limited to the amount of the one-time license fees, as agreed upon in the contract.

8. Final Clause

The invalidity of any regulation shall not affect the legal validity of the license.

The UN Law On The International Sale Of Goods shall be applied for the contractual relationship between NETRONIC and the licensee.

Alterations, amandments, declarations, notifications and necessary declarations of consent shall be made in writing in order to be valid. This is also due to a consereted avoidance of writing.