# **License Agreement**

#### 1) License

Against payment of a license fee the client receives a usage license for this software product, which is not exclusive and cannot be transferred.

### 2) Copies

The client is entitled to make copies according to the number of licenses purchased. Copies exceeding this number are allowed for storage purposes as a replacement for defective storage mediums.

#### 3) Update and Support

The agreement includes free software maintenance (update and support) for one year from date of purchase. After this period the client may purchase software maintenance for an additional year.

### 4) Warranty and Disclaimer

ABATRON AND ITS SUPPLIERS HEREBY DISCLAIMS AND EXCLUDES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

## 5) Limitation of Liability

IN NO EVENT SHALL ABATRON OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS, DATA, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

THE SOFTWARE PRODUCT WITH ALL ITS PARTS, COPYRIGHTS AND ANY OTHER RIGHTS REMAIN IN POSSESSION OF ABATRON. ANY DISPUTE, WHICH MAY ARISE IN CONNECTION WITH THE PRESENT AGREEMENT SHALL BE SUBMITTED TO SWISS LAW IN THE COURT OF ZUG TO WHICH BOTH PARTIES HEREBY ASSIGN COMPETENCE.

Abatron AG
Lettenstrasse 9
CH-6343 Rotkreuz
Switzerland

