

MAXON SERVICE AGREEMENT (MSA)

This Service Agreement is concluded between:

1) Customer: As detailed on the attached invoice from MAXON Computer Ltd.

and:

2) MAXON Computer Ltd (hereinafter abbreviated to MAXON) whose registered address is 2 Doolittle Mill, Froghall Road, Ampthill, Beds, MK45 2ND, United Kingdom.

Terms and Conditions

The terms and conditions set out below and attached Schedule is together the "Agreement" between (1) the Customer and (2) MAXON and supersedes any other oral or written agreement between the parties regarding MAXON's support services.

1. Contractual Basis

1.1 Unless otherwise stipulated in this Agreement, the terms and conditions of the End User License Agreement to which the Customer has already agreed to by installing purchased software from MAXON will apply to the Customer.

2. Start of Agreement

2.1 This is shown on page one in the section 'Service Agreement Details': 'Service Agreement Start Date.'

3. Scope of Services

- 3.1 The Customer will receive all commercially available upgrades and updates for the software version MSA that has been purchased at no additional cost via online download or physical media (the scope and frequency of such upgrades and updates will be at the discretion of MAXON).
- 3.2 Subject to limitations of the End User License Agreement for each piece of software, the Customer may, as user of a computer onto which the software has been legally installed, install a copy of the software for Customer's exclusive use onto a portable computer or home office computer on the condition that the software on the portable computer or home office computer is not used concomitantly to the software installed on the work computer.

4. Customer's Obligations

- 4.1 As appropriate, the Customer will appoint persons authorised to contact MAXON if problems arise. Customer will authorise such persons to liaise with MAXON on their behalf. MAXON is not obliged to verify the access requirements of these persons.
- 4.2 The Customer is not permitted to supply software maintenance or support to third parties or supply or provide access to the MAXON software to a third party in any way.
- 4.3 The Customer is obliged to install delivered software products (updates/upgrades, etc.) without delay. If the Customer fails to do so, no claim for resulting defects will be honoured. Subsequently delivered software products cannot function correctly if the prior delivered products have not been installed.
- 4.4 The obligations are fundamental contractual obligations. If the Customer's failure to adhere to the stipulated obligations results in MAXON's failure to provide timely service or functionality, MAXON will not be liable for the delay and any cost, expenses or claims this causes to the Customer.

5. MAXON's Liability

- 5.1 Except in respect of death or personal injury caused by MAXON's negligence, MAXON shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of MAXON, its servants, subcontractors, or agents or otherwise) which arise out of or in connection with the provision of the services by MAXON (including any delay in providing or failure to provide the services) or their use by the Customer, and the entire liability of MAXON under or in connection with the Agreement shall not exceed the amount of MAXON's service fees stated in this Agreement for the provision of the Services, except as expressly provided in this Agreement.
- 5.2 MAXON shall not be liable to the Customer or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was due to any cause beyond MAXON's reasonable control.

6. Term and Termination

- 6.1 This Agreement runs until 'Service Agreement End Date' as listed on page 1: 'Service Agreement Details'.
- 6.2 The Customer can terminate this Agreement within 14 days of the invoice date shown on page 1 under 'Service Agreement Details'. This is only valid if received in writing to MAXON's registered address. If the agreement is terminated, Customer is required to return any upgrades that they may have received under this agreement.
- 6.3 MAXON can terminate this Agreement immediately if payment has not been received for the services being supplied within 30 days of the Service Agreement Start Date.

7. Copyright

- 7.1 In consideration for the Services rendered and software products sold in accordance with the terms of this Agreement, MAXON grants a simple, non-exclusive license and temporally unlimited right of usage. All other rights to the software and to the services rendered, in particular all distribution, display, demonstration, performance and publishing rights remain property of MAXON. A detailed description of the terms and conditions of use of MAXON products can be found in the software's End User License Agreement.

8. General Provisions

- 8.1 MAXON may assign or transfer its rights and obligations of this Agreement, in whole or in part, to companies affiliated with MAXON, or to commission third parties as subcontractors. The Customer is not permitted to assign or transfer its rights or obligations under this Agreement.
- 8.2 No amendment to this Agreement is permitted unless it is agreed and signed by both parties.
- 8.3 Any shipment of data storage media from MAXON to the Customer will be at the Customer's risk from the time when it is dispatched to the carrier by MAXON.
- 8.4 In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. In place of the invalid, illegal, or unenforceable provision a valid, legal or enforceable provision will apply that is in the best interest of the contractual partners, especially with regard to economic aspects.
- 8.5 This Agreement sets out the entire agreement between the parties in relation to its subject matter.
- 8.6 English law applies to this Agreement and the parties submit to the exclusive jurisdiction of the English Courts.