

# Improve Software Licence Agreement for Purchase, Rental and Demo



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## 1. Subject matter of the agreement

The subject matter of this agreement is the computer program recorded on a data storage device, the program description, operating manual and other related materials, and shall hereinafter be referred to as "SOFTWARE". Synprovis would like to point out that, in accordance with the state of the art, it is not possible to create SOFTWARE such that it works perfectly in all applications and combinations. The subject matter of the agreement is therefore merely SOFTWARE which can, in principle, be used in accordance with the program description and the operating manual.

## 2. Extent of use

Synprovis grants you a simple, non-exclusive and personal right (hereinafter referred to as a "LICENCE") to use the enclosed SOFTWARE on a single computer (or a virtualised server environment) and only at one location for the life of this agreement. As the licensee, you may transfer the SOFTWARE in a physical form (i.e. stored on a data storage device) from one computer to another one, provided that the SOFTWARE is only ever used on a single computer at any one time. Further use is not permitted. Separate agreements in accordance with the quotation or invoice are excepted.

In other respects, Synprovis retains all rights to the SOFTWARE, namely all intellectual property rights pertaining to the SOFTWARE.

## 3. The licensee's obligations

### 3.1 Particular limitations

The licensee is prohibited

- a) from handing over the SOFTWARE or the accompanying material to a third party or otherwise making it available to a third party without the prior written consent of Synprovis,
- b) modifying, decoding, reverse engineering, decompiling or disassembling the SOFTWARE without the prior written consent of Synprovis,
- c) creating derivative works of the SOFTWARE or reproducing the written material,
- d) decoding or amending it, or creating derivative works of the written material.

### 3.2 Ownership of rights

On purchasing the product, the licensee shall merely acquire ownership of the physical data storage device on which the SOFTWARE is recorded. An acquisition of rights to the SOFTWARE itself is not associated therewith. In particular, Synprovis reserves all of the publication, reproduction, processing and exploitation rights to the SOFTWARE.

### **3.3 Reproduction**

The SOFTWARE, including the associated written material, is protected by copyright. You are merely permitted to make one backup copy which may be used exclusively for backing up purposes. You are obliged to affix the IMPROVE copyright notice to the backup copy or to include it therein. Any copyright notice provided in the SOFTWARE must not be removed. You are expressly prohibited from copying or otherwise reproducing the SOFTWARE and the written material, whether wholly or in part, in an original or modified form, with other software, in a merged form or in a form included in other software.

### **3.4 Transfer of the user permission**

The right to use the SOFTWARE may only be transferred to a third party with the prior written consent of Synprovis and under the terms of this agreement. Gifting, renting out and lending of the SOFTWARE are expressly prohibited.

## **4. Life of the agreement**

The agreement shall run indefinitely on purchasing the SOFTWARE. In the case of rental, the agreement shall run in accordance with the rental agreement. The demo version is time-limited. However, your right to use the SOFTWARE shall expire – including without notice – if you breach a condition of this agreement. Upon termination of the right of use, you are obliged to destroy the server installation and all of the written material as well as all copies of the SOFTWARE, including any amended copies and the written material and, at the request of Synprovis, to provide an assurance that these have been completely destroyed in the form of a declaration in lieu of an oath executed before a notary.

## **5. Damages in the event of a breach of agreement**

Synprovis would like to point out that the licensee shall be liable for any damages due to breaches of copyright, which are incurred by Synprovis as a result of you breaching the provisions of this agreement.

## **6. Amendments and updates**

Synprovis is entitled to create SOFTWARE updates at its own discretion.

## **7. Warranty and liability of IMPROVE**

- a) SYNPROVIS guarantees you, as the original licensee, that at the time of the handover, that at the time of delivery, by downloading the SOFTWARE is free from defects under normal operating conditions and with normal maintenance.
- b) SYNPROVIS would like to point out that, in accordance with the state of the art, it is not possible to create software such that it works perfectly in all applications and combinations.

WITH THE EXCEPTION OF THE LIABILITY ARISING FROM MANDATORY PROVISIONS OF PRODUCT LIABILITY, LIABILITY FOR PERSONAL INJURIES AND LIABILITY FOR INTENT OR GROSS NEGLIGENCE WHICH HAVE TO BE PROVEN BY THE CUSTOMER, ANY LIABILITY ON THE PART OF SYNPROVIS, ITS SUPPLIERS AND LICENSORS FOR THE DELIVERIES AND SERVICES FORMING THE SUBJECT MATTER OF THE AGREEMENT, IN PARTICULAR FOR SOFTWARE, INCLUDING FOR ANY ACTIONS OF VICARIOUS AGENTS, SHALL BE LIMITED TO THE VALUE OF THE DELIVERY AND SERVICE IN QUESTION AMOUNTING TO THE NET REMUNERATION AGREED WITH THE CUSTOMER AND ACTUALLY PAID, BUT AT MOST TO THE REMUNERATION FOR THE DELIVERY AND SERVICE IN QUESTION IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. ANY FURTHER CLAIMS FOR DAMAGES, IN PARTICULAR FOR LOST PROFITS, FOR CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES AND DAMAGES INCURRED BY THIRD PARTIES IS EXCLUDED IN FULL.

ANY LIABILITY ON THE PART OF SYNPROVIS FOR DELIVERIES AND SERVICES IN CONNECTION WITH MAINTENANCE AGREEMENTS IS, WITH THE EXCEPTION OF THE LIABILITY ARISING FROM MANDATORY STATUTORY PROVISIONS, LIABILITY FOR PERSONAL INJURIES AND LIABILITY FOR INTENT OR GROSS NEGLIGENCE WHICH HAVE TO BE PROVEN BY THE CUSTOMER – INCLUDING WITH RESPECT TO ANY ACTIONS OF VICARIOUS AGENTS – SHALL BE LIMITED TO THE VALUE OF THE DELIVERY AND SERVICE IN QUESTION AMOUNTING TO THE NET REMUNERATION AGREED WITH THE CUSTOMER AND ACTUALLY PAID, BUT AT MOST TO THE REMUNERATION FOR THE TWELVE MONTHS (12) PRECEDING THE CLAIM. ANY FURTHER CLAIMS FOR DAMAGES, IN PARTICULAR FOR LOST PROFITS, FOR CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES AND DAMAGES INCURRED BY THIRD PARTIES IS EXCLUDED IN FULL.

THE PARTIES IRREVOCABLY ACKNOWLEDGE THE ADEQUACY OF THE LIABILITY REGULATION IN THIS SECTION.

#### **8. Applicable law**

This agreement and all of the legal relationships following therefrom are exclusively governed by Swiss law.

#### **9. Jurisdiction**

The exclusive jurisdiction is the head office of Synprovis (currently Eich/Lucerne, Switzerland).

#### **10. Further parts of this agreement**

The appended Terms and Conditions of Business (which can alternatively be viewed at [www.synprovis.ch/en](http://www.synprovis.ch/en)) form an integral part of the agreement.

### 11. Other provisions

On the conclusion of this agreement, all of the previous oral and written agreements and arrangements shall be superseded. The invalidity of any part of the agreement shall not affect the validity of the other provisions or the agreement as such. A valid provision, which comes closest to the economic objectives of the parties, is to be applied to this agreement instead of the invalid provision.

Any amendments to this agreement must be submitted in writing in order to be valid.

### 12. Conclusion of the agreement

By installing this SOFTWARE or paying the invoice you acknowledge the conditions set out above in their entirety.

Read and understood:

Stamp and signature

Place and date

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