

**License agreement**

Licence OR-.....

Supplier (ORGADATA ME JLT)	Customer
Orgadata Middle East DMCC	Title
	Name
Jumeirah Lake Towers,C1 Fortune Towers,14th Floor,Office No-1408	
Dubai	
Phone +971 4/3695119	Street
Fax +971 4/3695117	Town
VAT-ID Customer UAE	Country
Trade license number	Phone
Contact person Umur Ahmet Duymaz	Fax

**Object of agreement**

ORGADATA ME JLT ("ORGADATA") is granting the customer a non-exclusive, non-transferable right to use the program LogiKal®.

LogiKal® has the following modules:

Program modules	Qty.	Databases	Qty.

During the license agreement the customer has to pay a monthly fee of  to ORGADATA. The fee is payable at the beginning of each month.

The customer can use the ORGADATA hotline, the program service and the update service. The fee is  per month.

The first license fee becomes due on the 1<sup>st</sup> of  .

The program modules and databases are rented for the use from  until  .

The prices above are without tax. If necessary, payable taxes are additional to the prices.

**License agreement**

The period of notice is six weeks to the end of a quarter. The notice must take place in writing and becomes effective at the earliest after receipt of the dongles and the program documents at Orgadata.  
(Terms & Conditions Part A §10 and §12)

The customer has the right to use each license of LogiKal® only on one PC. He can copy the program for backup purposes only. It is not allowed to give the program to third parties.

**The conditions on this and the following pages are accepted by both parties.**

**Supplier (ORGADATA ME JLT)**Dubai,  
the

xx.xx.xx

**Customer**

, the

Stamp / signature

Stamp / signature

## Agreement Conditions

### Part A

#### § 1 General Provisions and Scope

(1) The subject of this agreement is a non-exclusive time limited license for the software program LogiKal®. The license covers the functions listed in the general service specification.

(2) Throughout the rental period the scope of the agreement is granting the right of use of LogiKal® aluminium construction program and its content of modules to the Customer and providing training for the use of the rights which are non-exclusive, non-transferable and unchangeable. The type of modules contracted and the respective amount of licenses is stated in the related and approved proposal form. With this agreement the Customer accepts to rent the program stated in the related and approved proposal form and to pay rental fees to Orgadata as agreed and Orgadata accepts and undertakes to rent the program to the Customer containing the respective modules within the period as agreed to. During the agreement period the Customer accepts and undertakes to only use his rented rights by himself and not to transfer such rights to any other third parties under any condition, neither in whole nor parts thereof.

(3) LogiKal® aluminium construction program and its modules which are the subject of this agreement are as stated in the proposal form which is mutually approved by the Parties and is known as an official German software brand LogiKal® including up-to-date version on the rental date. Versions of program modules are stated in the proposal form. In case new versions become valid during the three months rental period such new versions shall be provided to the Customer at no extra charge. However, such provision shall not be deemed as the extension of the agreement period. First version 7.1 shall be loaded.

#### § 2 Right of Use

The rights of use for program and software are granted according to the stipulations of Orgadata's license agreement for the Customer (User License Agreement - ULA). The ULA is an essential part of this agreement.

#### § 3 Rental Fees and Delivery

The Customer rents LogiKal® aluminium construction program and its modules as agreed on the given and accepted offer between the Parties for a period of 3 (three) months.

(1) The due fee including VAT shall be fully paid to below mentioned bank account by wire transfer latest three (3) days after signing the contract. The original currency of the agreement is Euro. Payments may be done in AE Dirham with daily calculation according to UAE Central Bank exchange buying rate.

(2) As evidence of the payments made by the Customer or the account reconciliations between the Customer and Orgadata payment receipts or bank receipts delivered to the Customer by hand or via postal service shall be taken into account. Issuing of any invoice by Orgadata shall not be deemed as payment of any debt by the Customer. The Customer shall make any payment to the below mentioned bank account.

Bank Name	Commercial Bank of Dubai (CBD)
BIC/Swift Code	CBDUAEADXXX
IBAN No EURO	AE090230000001001421823
IBAN No AED	AE220230000001001419843

(3) In case the service fee is paid by AE Dirham cheques exchange calculation to Euros shall be made as per the date when payment is received taking into account the Central Bank exchange buying rate for converting the amount to Euros and any difference (plus or minus) shall be paid back by the respective Party three (3) days after payment or in case of payment with more than one (1) cheque three (3) days after payment of the last AE Dirham cheque. Any tax and other financial burdens resulting from such agreement shall be paid by the respective Party.

(4) Agreement fee includes fees for the program modules which are subject of this agreement and fees for training and service if stated in the proposal form and as it is stated.

(5) The rental fees are payable according to the conditions and prices stated in the proposal form of Orgadata. The statutory value-added tax and other taxes and deductions, if any, is to be paid on these fees by the Customer. The fees cover the payment for the rights of use granted by license rent and for the development and maintenance of the program.

(6) If no other date is designated, the rental fee is payable for 3 months in advance by the fifth weekday of the month in which the payment is to be effected.

(7) Customer requested customization of and changes to the program are to be paid separately and Orgadata shall have right of decide on the fulfillment, if such customization or changes are not part of the regular maintenance or repair of the rented program or do not serve the purpose of ensuring the contractual use thereof.

(8) Orgadata has the right to increase the rental fee for the rental period, which is renewed or extended automatically or by the mutual agreement of the parties, which shall not affect the current or specifically extended/renewed rental period, after conclusion of this agreement. A notification thereof must be made in writing prior the start of the new rental period by Orgadata, if and as far as the costs of the material or personnel required for the upkeep of the rental product have increased. Orgadata may send out the notification via e-mail. Orgadata shall make such fee changes at least one (1) month before the end of the specific rental period.

(9) The Customer has the right not to renew this rental agreement by giving a written notice to Orgadata upon receipt of the notice regarding the increase of the rental fee.

(10) Orgadata shall deliver program modules and equipment soonest after signing of this agreement. Delivery type and the content is the delivery of the systems stated by the Customer and approved by Orgadata, software stated in the approved proposal and the dongle (the amount shall be specified according to the number of licenses) to the Customer's representatives by hand or by courier and the training if necessary. The program shall not be delivered unless payment conditions are fulfilled as stated in this agreement and renewed terms. Orgadata is entitled to stop the use of the program or not to supply new codes despite the program is delivered to the Customer in any way. The Customer shall be liable for any direct or indirect, moral or material damage, loss or any other result caused on Orgadata or any other third party.

(11) The Customer has the right to change the number and type of the licenses or databases. In such cases the parties shall agree on a supplementary protocol to specify the licenses and databases to be added. Orgadata may request new payments and payment conditions for such additions or changes. Such changes should be requested one month before the end of the three (3) months period by the Customer. In such cases Orgadata may change dongle/hardware and/or Customer account information. Any cost for such changes shall be paid by the Customer.

#### § 4 System integration, Delivery and Training

(1) The protection of all the information related to license, program, module and other related system subject of this rental agreement is under the liability of the Customer. The Customer shall be liable for any direct or indirect, moral or material damage, loss or any other result caused from the use of profile system information or database out of the aim of this agreement.

(2) Updates shall be done by Orgadata in case of change on the profile systems loaded in LogiKal®. Systems to be loaded shall not be downloaded without the consent of the system houses. The Customer declares that he is informed that the use of the program provided to the Customer shall be possible upon the approval of the Customer by the system house which is the owner of the profile system chosen by the Customer. According to this the Customer accepts, declares and undertakes that Orgadata shall not be held liable for any direct or indirect material or moral damage, loss and any other result arising from the non-usage or of becoming non-usable in the future of the profile system, partly or fully, because of the non-approval of the Customer by the system house which is the owner of the profile system chosen by the Customer. The Customer accepts that databases related to the Program are prepared according to system house catalogues. Any other software other than as is stated in this agreement may be produced upon

separate request of the Customer at the sole discretion of Orgadata and is to be charged separately. In such a case such software shall be subjected to this agreement.

(3) The Customer shall be responsible for providing the hardware on which the program/license will be installed and operated, physical maintenance of the hardware and providing all other necessary software and handle and repair all physical errors. Orgadata shall not be responsible for any, including but not limited to, delays, failures, interruptions that may be experienced due to failure of Orgadata to fulfil its liabilities hereunder as required, because of acting wrong or due to failure in obtaining the intended results although it has fulfilled its obligations and for any direct or indirect material or moral loss and damage or indemnity that shall be suffered by Orgadata, Customer or any third party arising there from.

(4) The Customer shall be responsible for protection of accounts, user names and passwords related to services specified herein and the Customer shall be liable for all direct or indirect loss and damage that may result there from.

(5) The Customer agrees, declares and undertakes in advance to provide complete and keep in perfect condition all infrastructure and superstructure capabilities (computers, capable of and having the infrastructure to ensure a productive operation of the program, projection equipment for use in presentations) for installing program modules, running the program and providing training services until the time of delivery and to make available during training the related staff members, the conditions of the environment where training will be performed and necessary training equipment. In the event of failure in providing the training due to failure in providing necessary physical conditions during loading and/or operation of the Customer's program and/or insufficient staff and training conditions, Orgadata reserves the right to invoice its expenses to the Customer. At the end of the training process the employees participating in training may be certified. Certificates shall be issued only to employees successfully completing the training. Training duration and the conditions shall be stated in the proposal form.

(6) All expenses of travelling, accommodation and other expenses to be made during training shall be borne by the Customer.

(7) Training shall be provided for the first lease term covered by the agreement. Daily training cost shall be claimed based on then current list prices for training requested externally in other periods. The Customer agrees, declares and undertakes that he shall provide access to all facilities of the Customer and of third parties and shall provide tools, materials at these facilities in addition to connection to power and telecommunication installations within a reasonable and appropriate distance and necessary technical and administrative support to Orgadata whenever considered necessary to enable Orgadata to fulfil its obligations under the agreement and to provide the related training. The Customer agrees, declares and undertakes in advance to take all measures for job safety in the facilities of the Customer or third parties during the operation of Orgadata and Orgadata staff at the facilities of the Customer or third parties and the Customer shall be liable for all loss and damage of material or moral indemnity that may arise from any direct or indirect loss that the Customer, its employees, Orgadata or Orgadata staff or its dependent or independent contractors or any third party may suffer at these places.

#### § 5 Warranty – Rental Agreement

As the program is provided to the Customer as rental following stipulations shall apply:

(1) The period of warranty regarding the servicing of program modules hereunder is the agreement term valid after the authorized staff of Orgadata installs and commissions the program in the system and hardware of the Customer. However, in any case the warranty period is limited to maximum two (2) years. The scope of warranty and service consists of service and technical support by remote access and access by telephone in the event of in-operation of program modules due to a user error in the program modules hereunder. However, any failure in the hardlock (dongle) due to inappropriate use or loss of dongle shall not be covered by warranty and service. The physical conditions, the employees to be trained and the necessary environment must be provided by the Customer specified for ensuring a proper and efficient operation of the program or foreseen by the technical staff of Orgadata. After completion of loading of program modules hereunder Orgadata shall train the employees authorized

by the Customer on the modules specified in the proposal form before initiating the operation of the modules. For solving problems that may occur after commissioning Orgadata may solve such problems by contacting the training employees by telephone. Service time shall begin upon signing of the program/license delivery document or upon activation of the loaded programs, whichever is earlier. After that date the service covers updating of program modules and databases which are the subject of this agreement during the agreement term and providing uninterrupted sales support services from Monday to Friday, excluding full days or any part thereof registered as official holidays from 8.30 to 12.00 and from 13.00 to 17.30.

(2) The guarantee shall cover solely defects that cause functional faults and prevent the functionalities as stated in the proposal form specification. In case of a defect Orgadata shall test the functionality and begin with the elimination of the defect within the soonest time period. This term shall begin upon receipt of the notification of the defect by Orgadata.

(3) The warranty period shall begin at the time of delivery of the program to the Customer.

(4) In the event of any change in a legal or technical regulation shortly before the planned delivery date and in case the operability of a function is affected thereby, Orgadata may request a reasonable additional time for correction and delivery.

(5) The Customer must inform Orgadata of any defects discovered immediately. Orgadata shall be granted access to the system during the regular business hours for the purpose of removal of defects. The Customer is to give aid of any kind in the elimination thereof in any way necessary. Otherwise, the Customer shall be liable for any kind of direct or indirect result born from the non-usage of the program updated. Further, the Customer shall install any new releases to eliminate the defects, if these are available.

#### § 6 Liability

(1) Orgadata shall not be held liable for ordinarily negligent breaches of obligations if no essential contractual duties were breached.

(2) The liability for damages claimed for compensation for useless expenditures made due to late performance of an obligation by Orgadata by a fault shall be limited to the amount of 15% of the expenditures (Sales Agreement) or 6 monthly rents (Rental Agreement).

(3) Orgadata shall not be liable for any loss of profit.

(4) In case an evaluation license (test version, free of cost) is granted to the Customer Orgadata shall not be held liable for any use and result of the use of such license.

(5) The use of the software does not absolve the Customer from his obligation to control and review the results produced with Logikal® (program/license). The information and data entered into the program by the Customer and the concrete or abstract results and application liabilities arising from the use of the program are under the sole responsibility of the Customer. The Customer accepts the responsibility to check and to be sure of all the data/output/products provided at the end of every use of the program. In case the Customer finds any fault upon such control the Customer shall inform Orgadata regarding such situation and the fault. Orgadata then makes the necessary revisions and informs the Customer accordingly. Thereafter, the Customer shall use the program again and check the new results. Orgadata shall not be liable for any defective productions of the program and its direct or indirect results except the defective productions which may not be found with such controls. The Customer accepts, declares and undertakes that he shall not claim Orgadata for any direct or indirect material or moral loss or damage arising from the applications of the Customer which are in breach of this article. This applies also in cases in which large numbers of pieces are produced. The building regulations of each country must be observed.

(6) The customer may only set off such claims which Orgadata has acknowledged or which have been confirmed in a court procedure as legally binding.

(7) Without prejudice to other provisions of this agreement Orgadata has right to immediately terminate this agreement in case any breach of this agreement by the Customer is determined. In such a case the Customer shall have no right to claim for any direct or indirect compensation or any profit loss.

#### § 7 Termination of the Rental Agreement

As the program is supplied to the Customer as rented, following stipulations shall apply:

(1) This agreement shall renew itself automatically for three (3) months periods in case either party does not notice the other party of a termination at least one (1) month before the termination of the respective rental term.

(2) If the Customer does not fulfil essential contractual obligations, Orgadata has the right to terminate the agreement any time without any compensation and notice. This shall especially be the case if

(a) The Customer is in arrears in the amount of any monthly payments or is in arrears for several payments

(b) The Customer does not observe his duties to care for the system and/or damages the system or makes unauthorized copies of the program.

(3) Orgadata shall not be held liable for any indirect or direct loss that the Customer or any third party may suffer due to termination of the agreement by Orgadata due to any cause and the use of the program and license is terminated. This provision shall apply separately from other sanctions specified in the agreement and shall not preclude enforcement of the said sanctions separately.

(4) In the event that this agreement is terminated due to any cause Orgadata may recover all information, materials, data submitted to the Customer. If the agreement is terminated before it expires, no price shall be refunded for any period of time that may be left unused from the related quarterly agreement term. Orgadata shall issue invoices at each quarter according to the agreement terms. Orgadata shall have the right of updating prices/costs before each renewal period.

#### § 8 Duty to Cooperate

(1) The Customer is obligated to strictly prevent the unauthorized access to the program as well as the related documentation by third parties through the implementation of any kind of appropriate measures.

(2) The Customer shall store the delivered original data carriers and the dongle with any username and password in a place that will prevent the unauthorized access thereto by third parties. The Customer's employees shall be clearly warned and any kind of suitable measures shall be taken against employees to observe these terms and conditions and copyright laws.

(3) The Customer is obliged to download and install Orgadata's respective new releases (software deliveries) from the Internet. Warranty claims may only be asserted if the Customer has observed this obligations and the software still has a defect because of any negligence of Orgadata.

(4) The Customer shall consult Orgadata's website [www.orgadata.com](http://www.orgadata.com) to search for new releases on a regular basis, but at least once a month. Further, the Customer shall ensure that the necessary prerequisites to carry out the obligations laid down in sub clause 3 are given.

(5) All directions given by Orgadata to prevent any failure and defects on the Program and license must be followed.

(6) The Customer shall make a security backup of all used or produced data pertaining to the program in a suitable machine-legible form which will allow a reconstruction of the lost data with a reasonable effort.

(7) In case a defect related to the program must be reported the Customer will keep a detailed record of all symptoms as well as the system and hardware environment. In addition to the defect the Customer shall report any information useful for the elimination thereof such as the number of affected users, description of the system and hardware environment, simultaneously installed software of third parties.

(8) The Customer shall use forms supplied by Orgadata, if available.

(9) The Customer accepts, declares and undertakes that the Customer shall be liable for any direct or indirect moral or material damages and any related results against the Customer, Orgadata or any other third party arising from the failure of the Customer to act according to this article provisions fully or partly.

#### § 9 Penalty

According to this agreement dongles shall be provided to the Customer in the amount of licenses and specifications stated in the proposal form. Any dongle is to be handled with care by the Customer. In case of the loss of a dongle the Customer shall be obliged to pay a penalty in the amount of Euro

400.00 per dongle separately. The Customer shall pay to Orgadata 100.00 Euros deposit per dongle separately upon the signing of this agreement. Upon the complete termination of this agreement with all its annexes the Customer shall return the dongle(s) in a good and working condition to Orgadata and then shall be paid back the 100.00 Euros per dongle. In case a dongle is not returned to Orgadata upon such termination the Customer accepts, declares and undertakes to pay additional 300.00 Euros per dongle to Orgadata as remaining dongle cost. Orgadata reserves the right to claim damages beyond such penalty. In case any payment agreed by the parties in this agreement is not paid fully or partly Orgadata shall have right to get the dongle(s) back and cut all the services and licenses. The Customer shall not have any right including, but not limited to, property right.

#### § 10 Obligation to Return and Delete

As the program is supplied to the Customer as rented, following stipulations shall apply:

(1) Upon termination of this contractual relationship the Customer shall return to Orgadata all original data carriers as well as the complete documentation delivered. The program and the documentation are to be delivered to Orgadata free of cost. If a third party is hired for this transportation, a secure transport service, such as registered mail, insured packet etc., is to be used for the parcel. The parcel is to be insured for a reasonable amount yet at least in the amount of rental fees for 12 months.

(2) The proper return also includes the complete and final deletion of all copies of the program. The Customer accepts and undertakes in advance to completely delete such copies during such return.

(3) Orgadata may waive its return rights and simply request the deletion of the program and the destruction of all documentation. If Orgadata chooses this option, the Customer will be expressly informed thereof.

(4) The Customer confirms that he is hereby informed, with the validity of such return provision, that the use of the software is strictly prohibited after termination of this agreement. The non-observance thereof is an infringement of Orgadata's copyright. The Customer shall be liable to immediately compensate any kind of damage and loss resulting from any non-observance.

#### § 11 General

(1) All agreements which stipulate a change, a supplement or a specification of these contractual conditions as well as any special guarantees and arrangements must be set down in writing. If a representative or supporting staff of Orgadata declares such stipulations, then these stipulations are only enforceable if Orgadata agrees thereto writing.

(2) The parties agree to the applicability of the laws of the United Arab Emirates with regard to all legal relations arising out of this contractual relationship.

(3) Any dispute arising out of or in connection with this Contract shall be referred to the Dubai International Financial Centre ("DIFC") Courts of Dubai, United Arab Emirates in accordance with its rules and regulations.

(4) The language of proceedings shall be English.

#### § 12 – Force Majeure

If Orgadata is delayed in fulfilling its obligations hereunder or fails to fulfil them at all due to any Force Majeure event due to catastrophes, fire, strikes, epidemics, war partial or total mobility, decisions, acts or procedures of the official authorities of the country that delay or prevent performance of the Customer's obligations, any unavailability or delay in the use of any electrical, electronic or informatics component throughout the United Arab Emirates or the urban area in which the Customer or Orgadata receives service, failure of internet connection the liabilities assumed by Orgadata hereunder shall be suspended and the times for performance of these obligations shall be ceased and in such a case Orgadata shall act in goodwill and try its best to fulfil its obligations hereunder to the extent possible and shall not be held liable for delayed fulfilment of its obligations or for failure in fulfilling its obligations at all and not be responsible for any indemnity or penalty with that respect under any name whatsoever. Orgadata shall not be liable for any direct or indirect material or moral indemnity due to failure in fulfilling its obligations as required due to force majeure events. In the event of any delay due to failure of Orgadata in fulfilling its obligations due to causes attributable to the Customer the time allowed for the completion of the delayed part of the works shall be extended depending on

the preventing reasons and the nature of the work to be performed. This shall not prejudice the advance payment rights of Orgadata under this agreement.

**§ 13 - Waiver from Rights**

If the Customer acts in violation of this agreement a failure of Orgadata to raise any objection to such violation or to make any administrative or legal claim shall in no way be construed as acceptance of such violation or waiving of the rights of making legal claims.

**§ 14 - Notice Addresses**

The parties agree in advance that the addresses specified in Article 1 shall be accepted as notice addresses of the parties and all notices made to these addresses shall be deemed duly and proper notifications.

**These conditions are accepted  
and form part of the contract.**

**Customer**

SAMA GROUP , the  
WLL

Stamp / signature

**User License Agreement****I. General Provisions****§ 1 General Provisions**

The subject of this agreement is the right of use to the software LogiKal® to be granted the Customer.

**§ 2 Penalties**

The Customer accepts, declares and undertakes that he shall be obliged to compensate any kind of moral and material damage and loss including, but not limited to, direct or indirect profit loss upon first demand of Orgadata if the Customer breaches any of the following stipulations/articles. Orgadata has the right to claim any later damage or loss in case it is calculated higher than the previous calculation.

**§ 3 Other**

(1) All agreements which stipulate a change, a supplement or a specification of these contractual conditions, as well as any special guarantees and arrangements must be set down in writing. If a representative or supporting staff of Orgadata declares such stipulations, then these stipulations are only enforceable if Orgadata supplies its written consent.

(2) The parties agree to the applicability of the laws of the United Arab Emirates with regard to all legal relations arising out of this contractual relationship.

(3) Any dispute arising out of or in connection with this Contract shall be referred to the Dubai International Financial Centre ("DIFC") Courts of Dubai, United Arab Emirates in accordance with its rules and regulations.

(4) The language of proceedings shall be English.

**II. Stipulations regarding supplied Licenses of the Software****§ 4 Permissibility of Duplication**

(1) The Customer may be permitted to make copies of the software as is necessary for the contractual use of the software. The Customer has the right to install the program into the mass storage of a chosen computer as well as into main storage thereof.

(2) The Customer has the right to make one copy of the delivered program for security purposes. However, such condition shall not grant any right to the Customer to use such license or program in another unauthorized way or on another computer out of the scope of this agreement. It is in any case prohibited to distribute such copies or parts thereof.

**§ 5 Single-User Utilization**

(1) The Customer shall be granted the right to use the program on a chosen computer (central processing unit).

(2) Should the use of the program on this computer be temporarily interrupted due to a defect, repairs or servicing, the Customer shall transitionally have the right to use the program on another computer. In any case the Customer only has the right to use the program at the same time on the same amount of computers related to the license numbers he has.

(3) The simultaneous multiple use of the program, especially within a network, is not permissible unless Orgadata has explicitly given its written consent thereof. Orgadata may make its written consent dependent on the payment of further fees.

**§ 6 Alteration of the Program**

(1) The Customer shall not alter the program in any degrees related to basic functionalities and codes of the Program. However, the Customer has the right to make private changes using the "User Data Base" function to provide the privatized use of the program for him.

(2) The decompilation or reverse engineering of the program is not permitted. This does not apply to the translation of the code form to gain the necessary information to build an interface with independently produced programs or other programs with the delivered program insofar as the following is met:

(a) The actions are taken by the licensee or another person allowed to use a copy of the program or another person having the respective permission from the aforementioned to take such action in their name.

(b) The information required for building an interface are not readily available for the persons as per §6.2.a above.

(c) The actions are limited to parts of the original program required for building an interface.

(3) The information obtained by the means described in sub clause 2 of this stipulation may not be used for any other purpose than for the establishment of the interoperability with the independently produced program(s). The Customer may not relay the program to third parties unless this is necessary for the creation of interfaces with the independently produced program(s). Furthermore, it is not permitted to use the information for the development, production or marketing of a program that essentially has a similar functionality.

(4) Identifications marks on the software, in particular copyrights, trademarks, serial numbers or similar marks, may not be removed, altered or obliterated.

**§ 7 Special Stipulations regarding the rent of the Program**

(1) The rights of use of the program shall be granted for the term of this rental agreement if the total due rental fees have been completely paid to Orgadata.

(2) The Customer is not permitted to commercially grant third parties the rights of use without the written consent of Orgadata. Consequently the commercial sale, rental or loan to third parties is forbidden.

(3) If the customer should fall behind with the rental payments by more than two (2) instalments, the rights of use shall be revoked. Orgadata has the right to deny access to the password necessary for the use of the program until all payable debts have been settled. The Customer accepts, declares and undertakes that the Customer shall be solely liable for any direct or indirect moral or material damage and any kind of result for the Customer, Orgadata or any third party resulting there from.

**§ 8 Activation Code**

All rented programs must be activated with a code before they can be implemented. Orgadata shall supply the necessary code to the Customer after the settlement of all necessary payments to Orgadata. Orgadata can make the supply thereof dependent on the payment of all outstanding fees incurred in the course of the business relations with the Customer. After reminders and fruitless appointment of deadlines for payment, Orgadata has the right to make the further use of the program impossible by withholding the license code.

**§ 9 Reference**

All other rights and obligations, in particular the stipulations regarding the warranty and liability for the product, shall comply with the terms and conditions of business of the Orgadata Corporation – LogiKal® Agreement.

**III. Stipulations Regarding the Gratuitous use of the Software**

The following stipulations are applicable to the evaluation licenses only. The stipulations regarding the non-gratuitous licenses shall not be effected hereby.

**§ 10 Rights of Use/Licenses**

Notwithstanding the stipulations of part II of this agreement, the following shall apply:

(1) The Customer shall be granted the simple, regionally unlimited rights of use of the software temporarily for the term of the testing period. This right only covers authority to install and operate the program on one computer. No further rights are granted.

(2) The Customer may in no way transfer the rights of use or grant the use to third parties in any way without the prior written consent of Orgadata.

(3) The Customer is obligated not to allow third parties access to the software or the documentation in the form of the original or copies thereof, in whole or in part, without the express written consent of Orgadata.

(4) A time limitation on the rights of use is set down in the offer.

(5) The purpose of the transfer of the rights of use is to give the Customer the opportunity to test the program for a limited period of time.

(6) At the end of the limited term of use the Customer is obliged to delete the test version and all copies thereof unless he has been granted further going rights of use of the software in the mean time.

**§ 11 Warranty**

Orgadata does not make warranties of any kind due to the fact that the license granted is for a test version of a program free of cost.

**§ 12 Limitation of Liability**

(1) Orgadata shall only be held liable for intent or gross negligence.

(2) This limitation also applies to the personal liability of a body, employee, representative or vicarious agent of Orgadata.

**§ 13 Implementation and Cancellation of the Agreement**

Orgadata may terminate the agreement any time. The Customer's rights of use terminate at that time and in such case Orgadata will not pay any compensation or indemnification whatsoever to the Customer.

**§ 14 Enforcement**

This agreement consists of 28 articles and 5 pages, is prepared in two (2) originals and signed with the mutual consent of the parties after being read and understood.

**These conditions are accepted and form part of the contract.**

**Customer**

, the

Stamp / signature