

Software license agreement

The Product is referred as “NAVEKSA system”.

NAVEKSA grants the end user (hereafter called “customer” a license to use this software under the prerequisite of acceptance of the terms of this license.

This is a legal agreement between the customer and NAVEKSA.

Licensing

Under the terms of this agreement NAVEKSA gives the customer the right to use one copy on one server of the purchased license, including the accompanying documentation.

There are no other rights. The software is in use, if it is installed on a server or a PC. It is permissible to make one backup copy of the software. On the backup you are obliged to include all information on copyright and resembled that found on the software.

Restrictions

Software and accompanying documentation contains materials that are copyrighted. To protect this material, you agree to the following: Neither the customer or any third parties acting on the customers behalf, will: (a) make copying or reverse engineering of software, (2) modify or create derivative works of the software, (3) download software or make its functionality available, in whole or in part, any place, sell, distribute, rent, lease, or otherwise transfer the Software and related documentation to third parties.

Ownership

The software is licensed - not sold - to the customer and may only be used in accordance with the terms of this Agreement. NAVEKSA reserves all rights not expressly granted the customer of this Agreement. NAVEKSA retains ownership of the Software and all intellectual property rights contained in it.

Termination

This agreement is valid until terminated. By breaching the provisions of this Agreement, all rights to use the software automatically cease, and the software must either be returned to NAVEKSA, or all copies of the Software destroyed. **A breach of this Agreement is also non-compliance of the payment of the annual mandatory maintenance fee.** You may cancel this agreement at any time by destroying all copies of the software and accompanying documentation which are in the customers’ possession.

Limited warranty

NAVEKSA guarantees that the software essentially functions as described in the documentation.

Maintenance

Your NAVEKSA solution is mission-critical to the success of your business and enables improved business performance. Your products are automatically on a maintenance contract. Cancellation can be done once a year 3 month before expiry of the contract, in writing through your reseller. The price is 16% of the list price.

This agreement helps you to optimize and protect your solution and provides innovations to improve and expand your functionality.

Your maintenance agreement provides:

- The latest upgrades, updates and hotfixes, enabling you to realize the full potential – from the moment you make your purchase decision through the full lifecycle as a customer.
- Access to (through reseller) updates that helps to keep your solution running securely and uninterrupted.
- Product upgrades and updates.
- News and events.
- Technical documentation, white papers, installation and user guides.

Software Escrow Account

NAVEKSA requirement insisted that ISV's always put an Escrow in place for their solution; going forward this has been amended to instead request that ISV partners offer an Escrow within their license terms, this will leave customers free to choose whether they take advantage of an Escrow or not.

Microsoft wish to be clear that ISV's should still offer an Escrow to customers wishing to avail of one but Microsoft will not be enforcing this requirement directly.

LIMITATION OF LIABILITY

NAVEKSA IS UNDER NO CIRCUMSTANCES LIABLE TO LOSS OF PROFITS, LOSS OF INFORMATION OR DATA OR OTHER SEPARATE DOCUMENTED COSTS, DIRECT OR INDIRECT LOSS OR CONSEQUENTIAL DAMAGES WHICH IS RESULTING FROM USE OF OR INABILITY OF USING NAVEKSA PRODUCTS, ALSO INCLUDING NEGLIGENCE AND HUMAN PROGRAMMING ERRORS. NAVEKSA'S TOTAL SUBSTITUTE DUTY IN NO EVENT EXCEEDS THE ACTUAL PRICE WHICH WAS PAID FOR NAVEKSA PRODUCTS.