

# End User Licence Agreement

## (EULA)

between Apollo Display Technologies, Corp., Ronkonkoma NY

and

the User

**Dated: January 2008**

## **1 Object of Agreement**

Object of this agreement are the purchased software packages ArtistaControlCenter, ArtistaDisplayPrinter (ADP), Artista Software Development Kit (SDK), as well as all connected additional programmes, descriptions, manuals and all other materials, available on data medium or by download, herein after referred to as software products.

The software is protected by copyright laws. The use of unregistered versions is an infringement of this agreement.

## **2 Grant of licence**

The user is entitled to install and use the software products on one single PC. If the hardware is being changed the software products may also be installed on the new hardware but the user is obliged to delete all software products from the old hardware. The simultaneous installation, storage or use of the software products on more than one single hardware is not allowed.

The user may make and store one copy of the software products for backup purposes. The copy has to be marked as backup copy.

The user is obliged to protect the software products against unauthorized access of third parties. The provided original data media as well as the backup copy has to be stored in a place protected against unauthorized access of third parties.

The user is not allowed to translate, decompile or to work on the software products. Any kind of reverse engineering to conclude production steps of the software products are prohibited.

The user rights mentioned in this paragraph are granted to the user provided that all claims against the user are paid off and he has registered himself as an end user under the address mentioned below. Following data is necessary for a registration: name of the user or company, postal address, phone and fax number, e-mail address and licence number.

## **3 Resale and circulation**

The users are entitled to permanently resale or give away the software products including all appendant material to a third party, provided that the third party agrees to be bound by the terms of this agreement. In case of data circulation the user has to pass on all copies of the software products and delete the not circulated copies. By passing on the software products the user loses all rights on using the software products. Before using the software products the third party has to register as an end user as described in paragraph 2.

The user is not allowed to pass on the software products temporarily, neither against payment nor free of charge, in terms of leasing or borrowing.

## **4 Warranty**

When the user indicates defects of the supplied software products they will be eliminated within the warranty period of 12 month from delivery. It is Apollo's decision if this happens by free of charge amendment or exchange shipment. Exchange shipment may also comprise the supply of a new release if the contractual performance is only changed marginally.

Subject of warranty are solely software products in the shipped version. Defects due to subsequent manipulation of the software by third parties are excluded from warranty as well as defects on the users or other third party products. Apparent defects have to be indicated immediately, but latest 2 weeks after delivery. Other defects have to be indicated immediately after their detection. A detailed description of the defect has to be included. The user supports us in detecting the defect in a reasonable way, e.g. by describing the system performance.

The user is aware that software programmes can not be created without any faults. Warranty binding are only faults which considerably reduce the contractual capability of the software.

The user is furthermore aware that for protection against data loss the data has to be backed up regularly. We assume no liability for data loss or other consequential damage caused by defects.

## **5 Liability**

Apollo is liable without limitation solely in case of intention and gross negligence by Apollo, its legal agents or auxiliary persons and for damages caused by injury of life, body or health due to breach of duty by Apollo, its legal agents or auxiliary persons.

Contributory negligence of the user, e.g. because of inadequate data backup has to be taken credit.

The regulations of the Product Liability Act remain unaffected.

## **6 Retention of title**

Apollo reserves the ownership of all supplied software products until complete payment.

If Apollo claims the retention of title the user loses the right to use the software.

## **7 Contract period, instant termination**

The software licence agreement is valid for an indefinite time.

Apollo is entitled to terminate the software licence agreement without notice if the user seriously violates the terms of use, especially if he infringes the copyright. With receipt of the termination all user rights expire. The software products as well as all copies and other supplied materials have to be returned. The software has to be deleted from all hardware.

## **8 Final clause**

All agreements implying a change, amendment or concretion of these conditions of contract must be in written form. Verbal agreements can not be made.

If the user is a merchant in terms of a commercial code or has his domicile or whereabouts abroad the jurisdiction shall be New York. Apollo shall also be entitled to sue the customer at his general jurisdiction.

The law of the United States under exclusion of the UN-purchase right shall be applicable.

Ineffectualness of one or several terms of this agreement does not affect the properties of the rest of the contract. Legal requirements shall take the place of the ineffectual clause.