

TERMS AND CONDITIONS FOR MATCALC-PACKAGE MAINTENANCE AND SUPPORT (M&S)

This document describes the terms and conditions for maintenance and support (hereafter called "M&S") concerning the software MatCalc and/or related Databases (hereafter individually and jointly called "MatCalc-Package") and applies between MatCalc Engineering GmbH, Getreidemarkt 9 / E308 / BE 0501, A - 1060 Wien, Austria (hereafter called "MC-Eng") and the license holder.

1. Validity and General Provision

The terms and conditions stated in this agreement apply to persons, institutions or companies that own a valid license of the software MatCalc. All the provisions of the "END USER SOFTWARE AND DATABASES LICENSE AGREEMENT" (EULA) shall apply to the "M&S" terms and conditions document. In the event of conflict between EULA and M&S, the SOFTWARE LICENSE AGREEMENT shall prevail.

2. Payment

Customer shall pay a fee for maintenance and support (M&S) as quoted by MC-Eng. The first year, effective from the MatCalc Package delivery date, is included in the purchase price for MatCalc-Package. For any additional year, customer will be notified by MC-Eng at least thirty (30) days prior to the upcoming year. The invoiced fee shall be paid by the Customer in accordance with the payment terms stated in the invoice. The customer shall pay 20% of the latest MatCalc-package version price of the software license(s) and/or Database(s) for one year of M&S.

On request the Customer can extend the M&S agreement for more than one-year period. In such a case the invoiced fee will be adopted proportional to the requested extension period.

3. Obligations of MC-Eng

Provided that customer has paid the M&S fees as described above, MC-Eng, or any of its representatives, will grant customer

- a. assistance in the use and application of MatCalc-Package up to a maximum of 10 hours per year
- b. assistance to correct MatCalc-Package errors or bugs
- c. MatCalc software and/or Database(s) update to the latest version as available on the MC-Eng website: <http://user.mceng.at>
- d. access to the "MatCalc User" platform on the MC-Eng website, download of software and databases as agreed in MatCalc license agreement and the related customer Quotation.

If the Customer desires advice and help in excess of the hours stated in clause (a) above, a special contract may be arranged.

MC-Eng or any of its representatives and/or agent shall treat all information about the business of customer with the same degree of confidentiality as of his own. They strictly take care not to allow customer information to be publicly disclosed or to be the subject of unauthorized access or use.

4. Termination

The terms and conditions of M&S shall commence upon the Customer's payment of the fee for the initial MatCalc software and/or Database license(s) and is effective from the date of MatCalc-package delivery and shall remain in force until the end of a one year (365 days) period for MatCalc and/or Database separately. After the initial year (365 days) has passed, the M&S Terms shall automatically be extended, for one year at a time unless otherwise agreed, provided and as long as the Customer pays the Fee.

If the Customer does not pay the Fee before or on the due date as stated in MC-Eng invoice, the M&S Terms shall terminate with immediate effect.

5. Miscellaneous

If any provision of this Contract is ineffective, the validity of the remaining provisions shall not be affected. Ineffective provisions shall be deemed replaced by effective provisions, which come as close as possible to the original purpose of the Contract.

This Agreement shall be governed by the laws of the Republic of Austria without giving effect to its conflict of law principles. For any legal disputes the Parties agree on exclusive jurisdiction of the Vienna Commercial Court or, at the choice of the plaintiff, of the court having jurisdiction at the place of the defendant's registered office.

Modifications of or amendments to this Contract, in particular an agreement to abolish the formal requirement of written form in future, shall be made in writing.