

AGR – STANDARD TERMS & CONDITIONS

Page | 1 Software License Terms for AGR Software

AGR Software License Terms (SLT)

These AGR Software License Terms (“SLT”) govern your use of AGR Software Products (hereafter the “AGR Software”),

supplied to you by AGR Dynamics (“AGR”) or an AGR partner (“Partner”).

For the avoidance of doubt, it is expressed that these SLT’s do not stipulate terms for payments and prices, support

services, maintenance or other services between Partner and you, that shall be detailed in the End User Agreement

(EUA) between Partner and you.

Servers on which the software is installed may periodically provide information to verify that the software is

properly licensed and that the term has not expired. This information includes the customer subscription

identifier, product name, license serial number, product version number, and date of last use. By using the

software, you consent to such transmission of information for validation purposes.

If an individual enters into this agreement on behalf of a company or other legal entity, that individual represents

that he or she has the authority to bind that entity to this agreement.

By installing, having installed, or using the Software, you accept this agreement (including any modifications

made to it from time to time). If you do not accept this agreement, do not install, have installed, subscribe to, or

use the software. If you comply with this agreement, you have the rights below for each license you acquire for

the software.

1. SCOPE OF THE SOFTWARE LICENSE TERMS



AGR holds and controls certain software programs entitled the "AGR Software". The AGR Software includes proprietary

rights in certain valuable trade names, trademarks and computer programs. The methods, ideas, know-how and procedure

of AGR are a substantial, secret, defined and important part of AGR and its operation.

AGR has obtained license rights to certain Third Party Software solutions that may be embedded in AGR Software. AGR

has rights to customize and create AGR's own solutions, for resale and distribution to end customers, in accordance with

terms and conditions set forth in those agreements.

Page | 2 Software License Terms for AGR Software

2. DEFINITIONS

Terms defined in this Article 2, and parenthetically elsewhere, shall throughout this Agreement have the meanings here

and there provided. Defined terms may be used in the singular or plural. The words below are agreed to mean as follows:

2.1. "Affiliate" means any legal entity that directly or indirectly owns, is directly or indirectly owned by, or that is directly

or indirectly under common ownership with a party to this agreement.

2.2. "Agreement" shall mean these AGR SLT's, including any and all Addendums made thereto (existing at the signing

date or later created), which form an integral part of this Agreement.

2.3. "AGR Software" shall mean one or more of AGR's software solution/s provided under this Agreement, to be further

specified in a separate agreement between you and Partner, including all updates, upgrades, modifications and

maintenances of such products provided by AGR.

2.4. "Authorized Hosted Solution" means a solution that makes the AGR Software available to End-Users on a

hosted basis via the Internet.

2.5. “End-User” shall mean you, a customer of Partner who agrees to the terms of SLT’s and has the right to use the

AGR Software for its own use and not with the intent to resell, redistribute or use for commercial hosting.

2.6. “End-User Agreement” shall mean the end-user agreement (EUA) between you and Partner concerning the

distribution of the AGR Software, use of which is governed by this Agreement.

2.7. “Maintenance Plan” shall mean the plan under which End-Users are eligible to receive new versions of AGR

Software (bug fixes, functionality enhancements and upgrades)

2.8. “Partner” means an entity who has executed a Partner Distribution Agreement with AGR and you are a customer

of.

2.9. “Subscription” means a term license for the AGR Software, for one or more Units.

2.10. “Units” means a metric for a particular subscription license (e.g. licensed users, stores and distribution centres).

2.11. “Term” of this Agreement shall commence on the date of installation of the AGR Software and/or use of the

Software by you and shall continue until they expire or are terminated under Article 8 of this Agreement.

2.12. “Third Party Software” means any software licensed by AGR from third parties that is provided with the AGR

Software (including any documentation in respect of such software).

2.13. “You” shall mean the legal entity that has agreed to this Agreement, and each of your and your Affiliates’

employees, contractors, agents and suppliers.

Page | 3 Software License Terms for AGR Software

3. SCOPE OF LICENSE

3.1. License Grant. This Agreement grants you a limited, non-transferable, non-exclusive license to use the AGR

Software (including the documentation for the AGR Software).

3.2. Limitations of License. The AGR Software is licensed, not sold. These terms only give you some rights to use the

AGR Software for its intended purpose. AGR and its suppliers reserve all other rights. Unless applicable law gives

you more rights despite this limitation, you may use the software only as expressly permitted in this Agreement. In

doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways.

3.2.1. You may only use the AGR Software for your internal business purposes, and in accordance with its

user instructions and manuals.

3.2.2. You have no rights to use earlier versions of the AGR Software under this license.

3.2.3. You may use and copy the AGR Software solely for the purpose of supporting or enhancing the copy of

the AGR Software being used in your operations and/or alleviating or correcting any failure of the AGR

Software to conform to any software description or specification contained in EUA, copying for security

and back-up purposes only as reasonably necessary.

3.2.4. You shall limit access to the AGR Software to those of your employees, agents, contractors who are

directly engaged in the use, support or maintenance of the AGR Software.

3.2.5. You may not (or attempt to) assign, transfer, sell, resell, distribute, lease, rent, charge, loan, grant

security interest in, or otherwise transfer rights to the AGR Software (in whole or in part) nor use it on

behalf of or for the benefit of any other party, in perpetuity.

3.2.6. You may not (or attempt to) modify, adapt, translate, reverse engineer decompile, disassemble or

otherwise reduce the AGR Software to any human perceivable form (except to the extent that such

activity is expressly permitted by applicable law notwithstanding this limitation), work around any

technical limitations of the AGR Software, or create derivative works based on the AGR Software or any

part thereof, start commercial hosting the AGR Software or publish the AGR Software for other to copy.

3.2.7. You shall take the steps necessary to protect the confidential information and intellectual property rights

of AGR in the AGR Software, to ensure the compliance with the provisions of this clause by your

employees, agents and contractors that may come in contact with the AGR Software.

3.2.8. Your rights to use the AGR Software may be revoked if you or your Affiliates do not comply with the

terms of this Agreement.

3.3. End-User Agreement. Partner provides you with the AGR Software under a legally binding EUA which as a

minimum includes the following provisions:

3.3.1. number of users, stores and distribution centres that may access or use the respective AGR Software.

3.3.2. Partner shall be solely responsible for providing you with technical support.

3.3.3. A Partner will ensure that you: (i) have the right to receive copies of AGR Software and the

documentation, or (ii) prior to activating your license, you are hereby made aware that you may not

always retain that right, this requirement being designed to address a future event where there may be

a breach of agreement with you or when Partner is no longer able to provide appropriate support services

to you for whatever reason.

3.4. No other Licenses granted. No other licenses to the AGR Software are granted to you unless specifically stipulated

further in attachments or addendums to this Agreement.

4. SUBSCRIPTION LICENSING TERMS

4.1. Acknowledgement. The following provisions of Articles 4.1.1-4.1.7 apply to non-perpetual licenses for the AGR

Software issued on a term basis, for one or more Units, i.e. „Subscription Licensing“. If this applies to you, you

expressly acknowledge the following:

4.1.1. The AGR Software is made available to you on a hosted basis via the internet or is installed on your

premises. The Subscription is on per unit basis and for a limited term.

4.1.2. AGR may disable your Subscription. Depending on the Subscription, this may mean that you will have

limited or no access to the AGR Software. AGR reserves the right to terminate a Subscription, at any

time, in response to an intellectual property infringement claim against AGR or according to a court or

other governmental order.

Page | 4 Software License Terms for AGR Software

4.1.3. Upon expiration or termination of the Subscription, you will no longer have the right to use the AGR

Software (provided under such Subscription). If you continue to use the AGR Software after the

Subscription expires, then you could be held liable for infringement of intellectual property rights, which

could result in significant damages being assessed against you or other legal remedies.

4.1.4. Subscription Validation. Servers on which the software is installed will from time to time perform a

validation check of the software. Validation verifies that the software has been properly licensed. It also

verifies that no unauthorized changes have been made to the validation functions of the AGR Software.

4.1.5. Invoicing. For Subscriptions, Partner will invoice you in regular increments by sending an invoice to a

single individual or email alias designated by you. The invoice will identify the Subscription fees payable

by you in accordance with the pricing applicable to each Subscription. AGR may terminate your

Subscription for Partner's non-payment with prior written notice or legal/regulatory reasons, or as otherwise

permitted under this Agreement. If AGR terminates your Subscription, AGR will stop billing Partner for that

Subscription. Partner may cancel your Subscription at any time, but AGR (if applicable) will not provide

you a refund or credit after you have been provisioned with a Subscription. AGR may also charge an early

termination fee.

4.1.6. Maintenance. Included in the Subscription fee are updates to all major releases of the AGR Software,

and minor updates at the discretion of the hosting provider. Updates to the hosting environment may

require an update to your hardware to match the hosting environment.

4.1.7. Subscription Compliance. If AGR sends Partner notice that you are using the AGR Software after

subscription license has expired, Partner must either place an order for a renewal or contact you to

obtain an order for a renewal. If you do not want to renew your subscription, Partner will notify you

that you do not have the right to use the AGR Software. AGR reserves the right to contact you directly

regarding this issue.

5. INTELLECTUAL PROPERTY RIGHTS – INFRINGEMENT

5.1. Intellectual Property Rights. All present intellectual property rights including copyright and industrial rights in the

AGR Software and/or accompanying material are the sole property of AGR. This Agreement does not in any way

purport to transfer any such rights to you in any respect.

5.2. Infringement. You shall notify Partner as soon as practicable after you become aware of: (i) any actual, threatened

or suspected infringement of any intellectual property (including know-how) in respect of the AGR Software, any

related material or of any breach of confidence relating to any of the foregoing; (ii) any claim brought against you

alleging that its use of the AGR Software, any related material any intellectual property or other rights belonging to

or alleged to belong to the claimant.

6. PRODUCT MAINTENANCE AND SUPPORT

6.1. First point of contact. Partner is your first point of contact and reference in respect of queries, complaints and

technical support and will render as much assistance as practically possible.

6.2. Upgrades. Partner will install any update or improvement of the AGR Software as soon as you require and you

have approved the scope of work (including without limitation the fees payable to Partner associated with the

same). Partner will keep you fully informed of any available upgrades or improvements.

6.3. Maintenance Plan. Partner will not make the referred upgrades and repairs available to you unless you have a valid

Maintenance Plan for the respective AGR Software.

6.4. Support. For the purpose of this Agreement, Partner will provide you with the support services in relation to the

AGR Software in its own name and for its own account, in accordance with a separate agreement between Partner

and you, whereby the services are defined.

7. LIMITED WARRANTY AND LIABILITY - DISCLAIMER

7.1. Warranty. AGR confirms and warrants that it is the owner of and/or controls all intellectual property rights and any

other rights to the AGR Software necessary to perform and administer this Agreement.

7.2. Limited Warranty. AGR warrants that the AGR Software will substantially conform in all material respect to its published

specification for a period of twelve (12) months from the date of delivery. AGR limited warranty is non-transferable and is

limited to you. All other warranties, guarantees or conditions that may be implied under applicable law (including without

limitation any warranties as to the effectiveness, performance, quality, merchantability, durability or fitness for any purpose

of the AGR Software or any related material or documentation or services, or that the AGR Software, or any related

Page | 5 Software License Terms for AGR Software

material or documentation or services supplied by AGR is free from any defect or error) are hereby excluded to the fullest

extent permitted by law by AGR.

7.3. Remedy for Breach of Warranty. If the AGR Software or any part of it, or any supplement, update or replacement

software, fails to comply with the Limited Warranty, AGR will repair or replace the AGR Software at no charge. If

AGR cannot repair or replace it or it is not practicable for AGR to repair or replace it, AGR will refund the amount

shown on your receipt for the AGR Software. It will also repair or replace supplements, updates, and replacement

AGR Software which do not comply with the Limited Warranty at no charge. If it is not practicable for AGR to repair

or replace them, it will refund the amount you paid for them, if any.

7.4. Limited Liability. To the maximum extent permitted by law, AGR (and/or its suppliers) is in no way liable to you by

reason of any representation or the breach of any implied condition, warranty or other term or any duty under any

law or statutes, or under any express term of this Agreement, for any direct or indirect loss, damages, costs,

expenses or other claim for compensation whatsoever (including without limitation, consequential, special or incidental damages, damages for lost profits or revenues, business interruption, or loss of business information), whether occasioned by the negligence of AGR, its servants or agents or otherwise, which arises out of or in connection with this Agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.

8. TERM AND TERMINATION

8.1. As stated in Article 2.11 this Agreement shall commence on the date of installation of the AGR Software and/or use of the AGR Software by you and shall continue until they expire or are terminated under this Article 8.

8.2. The SLT's apply to you during the Term. The EUA can be terminated, in accordance with a separate written EUA agreement between Partner and you, concerning the AGR Software and support services thereto.

8.3. In addition to any other rights and remedies at law, AGR shall be entitled to terminate this Agreement forthwith by giving written notice if:

8.3.1. you commit any breach of this Agreement and if the breach is capable of remedy, fail to remedy it within 30 days after being given a written notice containing full particulars of the breach and requiring it to be remedied; or

8.3.2. you become directly or indirectly involved, in the design, development, manufacture and/or distribution of any products which compete directly with the AGR Software.

8.4. Obligations Surviving Termination. Notwithstanding any expiration or termination of this Agreement, the following

rights and obligations shall survive any such termination or exercise of rights necessary to permit their complete

fulfillment or discharge:

8.4.1. Any rights or remedies of AGR under this Agreement, with regards any cause of action or claim of either

party, whether or not accrued at the time of termination, arising from the other party's breach of or failure

to perform any obligation under this Agreement.

8.4.2. In addition to the rights and obligations which survive as expressly provided in this Agreement, the Articles

and Schedules which by their nature should survive, shall survive and continue after any termination or

expiration hereunder.

9. MISCELLANEOUS

9.1. Assignment. This Agreement is personal to you, you are not entitled to assign, mortgage, charge, or otherwise

transfer or sub-license any rights under this Agreement, except with prior written approval.

9.2. Severability. If any provision hereof is determined by a tribunal of competent jurisdiction to be illegal or

unenforceable, it shall automatically be deemed conformed to the minimum requirements of law and, along with all

other provisions hereof, shall thereupon be given full force and effect.

9.3. Validity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be

effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid

under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity and shall

not invalidate the remainder of such provision or the remaining provisions of this Agreement that shall continue in

full force and effect.

9.4. Governing Law - Jurisdiction.

9.4.1. The laws and jurisdiction of the country where you acquired the AGR Software shall apply.

9.4.2. Notwithstanding the foregoing, the AGR and/or Partner reserve the right to seek and obtain injunctive

Page | 6 Software License Terms for AGR Software

relief, whether in the form of a temporary restraining order, preliminary injunction, injunction to enforce an

arbitration award, or other order of similar import, including obtaining full payment of all fees and costs

under this Agreement from any court of competent jurisdiction.

10. COMPLIANCE WITH LAWS AND LOCAL REGULATIONS

The AGR Software is subject to the export laws and regulations of the United Kingdom, European Union and its member

states and the United States of America. You must comply with all domestic and international export laws and

regulations that apply to the AGR Software. The same applies to Partners in connection with distribution of the AGR

Software.

