



# End User Software License And Limited Warranty

This is an agreement between you, the End User, and Aligned AG (ALIGNED). By using this Software Product, you are agreeing to become bound by the terms of this agreement.

**Grant Of License.** ALIGNED, as Licensor, grants to you, the Licensee, a non-exclusive right to use the licensed functionality of the software product Aligned Elements (hereinafter the "SOFTWARE") in accordance with the terms contained in this License. You may use the SOFTWARE on either single computers when node locked licenses have been purchased or on any number of computers where floating licenses have been purchased during the term of the License.

**Ownership Of Software.** ALIGNED retains the copyright and all other intellectual property rights related to the software as well as all titles and ownership of the SOFTWARE and the written materials regardless of the form or media in or on which the original and other copies may exist.

**Access And Transfers.** The licensee defines who may access the licensed SOFTWARE. In the case of node locked licenses, you are permitted to transfer the SOFTWARE from the currently licensed computer to another computer provided the SOFTWARE is transferred without modification and the other computer's configuration is appropriate for the SOFTWARE as per its installation pre-requisites. Regardless of license type, you are not permitted to transfer the SOFTWARE to a third party (a person or a company).

**Term.** This License commences upon the installation of the SOFTWARE and is effective for the time indicated by the License certificate by means of a termination date or run-time limitation. This License terminates automatically without notice from ALIGNED upon the expiration of its term. At any time, ALIGNED is entitled to terminate the license agreement if you fail to comply with any provision of this License. In this case, the whole contractual license fee is owed by you. Upon termination of the License the SOFTWARE will still provide core functionality but may be limited in respect to update and support services.

**Limited Warranty.** ALIGNED warrants the media on which the SOFTWARE is furnished to be free of defects in material and workmanship, under normal use, for a period of ninety (90) days following the date of delivery to you. In the event of defects, ALIGNED's sole liability shall be to replace the defective media that has been returned to ALIGNED or the supplier with your dated invoice and is shown to be defective. In the event that ALIGNED is unable to replace defective media or functionality, ALIGNED's sole obligation and liability is to refund the price you paid for the product/license fee upon return of the license key and media.

This SOFTWARE and accompanying documentation (including instructions for use) are provided "as is" without warranty of any kind, further, ALIGNED does not warrant, guarantee, or make any representations regarding the use, or the results of use of the SOFTWARE or documentation in terms of correctness, accuracy, reliability or otherwise. The entire risk as to the results and performance of the SOFTWARE is assumed by you.

ALIGNED disclaims all other warranties, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, that is made by ALIGNED, on this ALIGNED product. No oral or written information or advice given by ALIGNED, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty and you may not rely on any such information or advice.

Especially, neither ALIGNED nor anyone else who has been involved in the creation, production or delivery of this product shall be liable for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use or inability to use such product even if ALIGNED has been advised of the possibility of such damages.

Should any other warranties be found to exist, such warranties shall be limited in duration to ninety (90) days following the date of delivery to you.

This License shall be governed and construed in accordance with the laws of Switzerland and shall benefit ALIGNED, its successors and assigns.

Any claim or dispute between you and ALIGNED or against any agent, employee, successor or associate of ALIGNED, whether related to this Agreement or otherwise, and any claim or dispute related to this Agreement or the relationship or duties contemplated under this Agreement, including the validity of this arbitration clause, shall be resolved by the competent court at the domicile of ALIGNED (place of jurisdiction). This Agreement constitutes the entire agreement between the end user and ALIGNED.

## Acknowledgments

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS SOFTWARE LICENSE AND LIMITED WARRANTY, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

YOU ALSO AGREE THAT THIS IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SOFTWARE LICENSE AND LIMITED WARRANTY.

Date: 25 June 2007.

This version supersedes all previous versions.