

(EULA)

END-USER LICENSE AGREEMENT - Go Connect for Mirage / Partner Gateway for Mirage

Please read this agreement (the Agreement) carefully before using any component of the Go Connect for Mirage / Partner Gateway product set (the Software).

Important definitions:

You / Your

For the purposes of this Agreement, "You" and "Your" refers to the Licensee.

Licensee

The company, firm or other organisation to whom the Licensor or its authorized distributor, reseller or supplier has supplied the Software.

Licensor

For the purposes of this Agreement, the Licensor refers to Mirage Computer Systems (company number HRB: 600338) whose registered office is at Auf der Steige 12, 88326 Aulendorf

A. Property of Licensor

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B. License acceptance procedure

By installing, copying or otherwise using this Software You indicate acceptance of this license agreement and the limited warranty and limitation of liability set out in this license agreement. You agree that such acceptance binds the Licensee and Your employees.

C. License rejection procedure

You should therefore read this license agreement carefully before accepting it. If You do not accept these terms and conditions, You should either not install the Software or delete the Software from Your computer.

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If Your use of the Software is pursuant to a signed license agreement with the Licensor, such agreement shall apply instead of the following terms and conditions.

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4. No transfer

The Software is licensed only to the Licensee. You may not rent, lease, sub-license, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis, without the prior written consent of the Licensor.

5. Undertakings

You undertake to:

5.1 ensure that, prior to use of the Software by Your employees or agents, all such parties are notified of this license and the terms of this Agreement;

5.2 reproduce and include the Licensor's copyright notice (or such other party's copyright notice as specified on the Software) on all and any copies of the Software, including any partial copies of the Software;

5.3 hold all drawings, specifications, data (including object and source codes), software listings and all other information relating to the Software confidential and not at any time, during this license or after its expiry, disclose the same, whether directly or indirectly, to any third party without the Licensor's consent.

6. Limited warranty

6.1 The Licensor warrants that:

6.1.1 where the Software is supplied on a CD-ROM, the CD-ROM on which the Software is stored and distributed is (at the time it is supplied) free from defects in design, material and workmanship under normal use;

6.1.2 the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documentation; and

6.1.3 that the Documentation correctly describes the operation of the Software in all material respects

for a period of 90 days from the date of installation of the Software (**Warranty Period**).

Where the Software is supplied on a CD-ROM, if a defect in the CD-ROM occurs during the Warranty Period, the Licensor will replace it free of charge if you return it to the Licensor and (so far as you are able) a documented example of such defect or error.

6.2 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documentation, the Licensor will, at the Licensor's sole option, either repair or replace the Software, provided that You make available all the information that may be necessary to help the Licensor to remedy the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault.

6.3 The Licensor shall not be liable under the said warranty above if the Software fail to operate in accordance with the said warranty as a result of any modification, variation or addition to the Software not performed by the Licensor or caused by any abuse, corruption or incorrect use of the Software, including use of the Software with equipment or other software which is incompatible or as a result of You having used the Software in contravention of the terms of this Agreement.

7. No other warranties

7.1 This Agreement sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Documentation. Except as expressly stated in this Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

7.2 You assume the entire risk as to the quality and performance of the Software. Should the Software prove defective, You (and not the Licensor nor any licensed reseller) assume the entire cost of all necessary servicing, repair or correction. The Licensor does not warrant that the Software will meet Your requirements or that its operation will be uninterrupted or error free. No warranty is provided on installation done on a trial basis.

7.3 In addition, in no event does Licensor authorize You to use the software product in applications or systems where the software products failure to perform can reasonably be expected to result in significant environmental damage, physical injury, or in loss of life. Any such use by You is entirely at Your own risk, and You agree to hold the Licensor harmless from any claims or losses relating to such unauthorized use.

8. No Software Support

No support is provided in relation to the Software except to the extent You have agreed

a separate software assurance contract or another applicable support contract.

9. Open source software and third party functionality

9.1 Certain components of the Software may contain certain open source software (Open Source Components) and be subject to the terms and conditions of their respective open source licence agreement ("Open Source Licences"). To the extent required by the Open Source Licences, the terms of such Open Source Licences will apply in lieu of the terms of this Agreement. Copies of such Open Source Licences are available at:

<http://www.codeproject.com/info/cpoll10.aspx>
http://www.microsoft.com/net/dotnet_library_license.htm

You acknowledge and agree to the terms and conditions in each such Open Source Licence and that you are solely responsible for complying with such terms and conditions. Notwithstanding anything to the contrary in this Agreement, with respect to each Open Source Component, to the extent there are any conflicts between any terms of this Agreement and any terms of the respective Open Source Licence, which the Open Source Licence does not permit, such conflicting terms of this Agreement will not apply. Where the terms of any specific Open Source Licence entitle you to the source code of the respective Open Source Components, upon your request, the Licensor may either make that source code available to you (a nominal fee may be charged by the Licensor for processing such request) or direct you to where you can obtain that source code.

9.2 Some features and functions within the Software may involve third party applications or interfaces. The features and functions provided through such applications and interfaces are not within the control of the Licensor and these features and functions may become unavailable or suffer reduced functionality during the lifetime of the Software due to circumstances beyond the control of the Licensor. Such change may occur at any time without notice. The Licensor shall not accept any claims made against them if such features and functions are no longer supported.

10. Limitation of liability

10.1 The Licensor shall not under any circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- 10.1.1 loss of profits, sales, business, or revenue;
- 10.1.2 business interruption;
- 10.1.3 loss of anticipated savings;
- 10.1.4 loss or corruption of data or information;
- 10.1.5 loss of business opportunity, goodwill or reputation; or
- 10.1.6 any indirect or consequential loss or damage.

10.2 The Licensor's aggregate maximum liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to any money paid to the Licensor for Your Software (whether by You or by a third party). This maximum cap shall not apply to clause 10.3.

10.3 Nothing in this Agreement shall limit or exclude the Licensor's liability for:

- 10.3.1 death or personal injury resulting from the Licensor's negligence;
- 10.3.2 fraud or fraudulent misrepresentation;
- 10.3.3 any other liability that cannot be excluded or limited by English law.

11. Term

11.1 Unless this Agreement is superseded by another agreement the license is effective until terminated.

11.2 If You have agreed with the Licensor's authorized distributor, reseller or supplier (each a Reseller) to pay either no fee or a single, one-off fee for Your use of the Software, You may terminate it at any time by destroying the Software together with all copies in any form.

11.3 If You have agreed with the Reseller to pay a periodic fee for Your use of the Software, You may terminate this Agreement simply by ceasing to make further due periodic fees to the Reseller. If the Reseller does not receive any agreed periodic fee due to it for Your use of the Software by the due date, this Agreement may be terminated by the Licensor without notice.

11.4 If You have agreed with the Reseller to pay a periodic fee for Your use of the Software, and the Reseller fails to pay the Licensor any sum due to the Licensor from the Reseller relating to Your Use of the Software, the Licensor may terminate this

Agreement provided that if the Licensor does so , the Licensor shall offer You a new end-user licence agreement under which You will be required to pay a periodic licence fee to the Licensor of not more than the periodic fee payable by You to the Reseller.

11.5 This Agreement will also terminate upon conditions set out elsewhere in this or any other agreement or if You fail to comply with any term or condition of this or any other Agreement.

11.6 You agree upon any such termination to destroy the Software together with all copies in any form.

12. Export

You will comply with all applicable laws, rules, and regulations governing export of goods and information, including the laws of the countries in which the Software were created. In particular, You will not export or re-export, directly or indirectly, separately or as a part of a system, the Software or other information relating thereto to any country for which an export license or other approval is required, without first obtaining such license or other approval.

13. Collection of data Notice

Use of the Software can result in the collection of customer and /or personal data. You agree and confirm on behalf of You and Your employees that the Licensor may use such data to the extent necessary for the performance of services to You.

14. General

14.1 You agree that the Licensor shall have the right, after supplying undertakings as to confidentiality, to audit any computer system on which the Software are installed in order to verify compliance with this software license.

14.2 This Agreement, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. The parties both agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

14.3 This Agreement constitutes the complete and exclusive statement of the Agreement between the Licensor and You with respect to the subject matter of this Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between the Licensor and You relating to that subject matter. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of the Licensor which is not set out in this Agreement.

14.4 Any clause in this Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Agreement shall not be affected by that deletion.

14.5 Failure or neglect by the Licensor to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of the Licensor's rights nor in any way affect the validity of the whole or part of this Agreement nor prejudice the Licensor's right to take subsequent action.

14.6 You may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without the Licensor's prior written consent.

14.7 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.